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A COLLECTION OF TREATIES ENGAGEMENTS AND SANADS RELATING TO INDIA AND NEIGHBOURING COUNTRIES

Compiled by

C U AITCHISON

As its tell-tale title suggests, it is a monumental work, in fourteen volumes recording a collection of Treaties, Engagements and Sanads entered into by the erstwhile British Govt. of India with the native Indian States and the neighbouring countries.

Each Volume has been so compiled as to give the various Treaties, Engagements and Sanads entered into with native States falling into one contiguous geographical area. Volumes I to X and XII fall into this category.

Volumes XI, XIII and XIV deal with Treaties, Engagements etc. with territories which now form part of foreign countries. Their destinies were however governed by the then British authority of India under the compulsion of the then prevailing forces of history.

It is a work of immense historical value and research utility and undoubtedly a veritable mine of information equally for the historians, researsh scholars, statesmen, diplomats, public servants, educationists, administrators, and serious students of contemporary history. It will prove a valuable source of reference for Govt. Deptts., Public libraries and also libraries of all educational institutions of higher learning, including universities and colleges.

A serious work of this kind will help stimulate more enterprising research on the source material provided in these volumes. They throw a flood of light on the evolution and expansion of the old British empire in this part of the world and the craft and the strategy employed by them before which the hetrogenous native states and their weak rulers were no match. They had thus no option but to acquesce to the terms and conditions dictated to them.

Such a useful work should be the proud possession of all concerned including the research scholars, historians and libraries in India and abroad.

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TREATIES, ENGAGEMENTS AND SANADS

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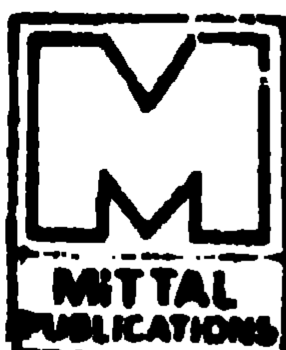
RELATING TO

INDIA AND NEIGHBOURING COUNTRIES

(Revised and Continued up to 1929)

Vol. VIII : Bombay-Part-II Kaira Agency, Surat Agency, Thana Agency, Kolaba Agency, Sholapur Agency, Poona Agency, Satara Agency, Bijapur Agency, Belgaum Agency, Dharwar Agency, Nasik Agency, Kolhapur Residency & Southern Mahratta Country States Agency & The Lapsed States

Compiled by : C. U. AITCHISON



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PART II.

Treaties, Engagements and Sanads

relating to the

Territories comprised within the

Bombay Presidency

and to the

States, etc., in Political Relations with

the

Government of India

through the

Government of Bombay.

THE States in political relations with the Government of India through the Government of Bombay are included in 13 Agencies and one Residency. They are treated, in the Narrative, in the following order: I Kaira Agency (Cambay): II Surat Agency (Sachin, Bansda, Dharampur and the Dangs): III Thana Agency (Jawhar): IV Kolaba Agency (Janjira). The Satara Jagirdars: V Sholapur Agency (Akalkot): VI Poona Agency (Bhor): VII Satara Agency (Aundh and Phaltan): VIII Bijapur Agency (Jath): and, under the control of the Agent for Sardars of the Deccan, the Waikar. IX Belgaum Agency (Savantvadi): X Dharwar Agency (Savanur): XI Nasik Agency (Surgana): XII Kolhapur Residency (Kolhapur): XIII Southern Mahratta Country States Agency (Mudhol, Sangli, Miraj Senior, Miraj Junior, Jamkhandi, Kurundwad Senior, Ramdurg, Kurundwad Junior. and the Wadi Estate): XIV Sukkur Agency (Sind). Part XV deals with the Lapsed States (Surat, Broach, Mandvi, Satara, Kolaba and the Nipanikar).

I.—KAIRA AGENCY.

CAMBAY.

The founder of the ruling family in Cambay was Mirza Jafar Nizam-i-Sani, better known as Momin Khan, the last but one of the Muhammadan Governors of Gujarat. While he held the office of governor his

son-in-law, Nizam Khan, had charge of Cambay. Momin Khan died in 1742. His son, Muftakhar Khan or Nur-ud-din, who had made an unsuccessful effort to succeed his father in the government of Gujarat, went to Cambay to collect forces to assert his cause, and there basely compassed the death of Nizam Khan and assumed the government of Cambay, which he held till his death in 1784. In the partition of Gujarat between the Peshwa and the Gaekwar in 1752, Cambay fell to the Peshwa's share; but the dues which he claimed from it were never regularly paid, and Nur-ud-din even levied exactions from the Peshwa's districts of Gogha, Dhandhuka and Kathiawar, captured Ahmedabad, and for some time held it against the Mahratta forces. In 1771, when the British had reduced the piratical Kolis of Talaja, the fort of Talaja was made over (No. I) to the Nawab of Cambay in consideration of a payment of Rs. 75,000. Two years afterwards, however, the fort was, at the Nawab's own request, transferred to the Chief of Bhavnagar,* by whom the sum of Rs. 75,000 was paid, and whom the Nawab had bound himself in 1771 (No. II) not to molest. Nur-ud-din was succeeded by his son-in-law, Muhammad Kuli. His claim was disputed by Mirza Jani, the illegitimate son of Nur-ud-din; but after a severe struggle Muhammad Kuli succeeded in expelling his opponent and establishing his own power. He ruled for six years, and was succeeded in 1790 by his son, Fateh Ali.

With the exception of the adjustment of some disputes with the Gaekwar, the British Government had little to do with the affairs of Cambay. Under the Treaty of Bassein,† in 1802, the chauth, or fourth share of the revenue of Cambay, and all the Peshwa's rights in Cambay, were ceded by him to the British Government. The chauth had been originally granted to the Gaekwar in 1736, in consideration of assistance rendered by him to the Nawab in capturing Ahmedabad, and had fallen to the Peshwa's share in the partition of Gujarat. After the cession of the chauth to the British Government, it was, at his request, farmed to the Nawab (No. III). The agreement was not renewed on the expiration of the farm in 1807; but the chauth constitutes the tribute which the Nawab now pays to the British Government.

Fateh Ali died in 1823, and was succeeded by his brother, Bande Ali Khan. He died in 1841, and was succeeded by his nephew, Hussain Yawar Khan, in whose favour the brother of Fateh Ali resigned his claims.

Under the Treaty of Bassein the British Government succeeded to the chauth or tribute payable by the Nawab of Cambay to the Peshwa's Government. The principal item of this tribute consisted of a nominal half share in the sea and land customs, deducting the expenses of collection. In 1853 the British Government relinquished their share of the

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* *See* Western India States, Vol. VI.
† *See* The Peshwa, Vol. VII.

land customs in consideration of the introduction of the excise duty on salt into Cambay territory; but the Nawab retained his share in the land customs, although he was admitted to a half share in the new excise duty. He was, however, asked to revise the highly complicated and onerous tariff of sea customs then in force at Cambay; but, although this tariff was highly injurious to trade, some time elapsed before the Nawab consented to introduce reforms. Eventually a committee, composed of two high Indian officials of the British Government and some officers on the part of the Nawab, was appointed to settle the matter. The principle on which the committee proceeded was to substitute a fixed percentage duty for the multifarious exactions of the Nawab in the shape of sea and land customs. The nature of the arrangements finally made will be gathered from the Agreement (No. IV) concluded with the Nawab in 1856. Revised *arrangements were subsequently sanctioned for carrying out the distinction made as regards the treatment in British Indian ports of goods arriving from, or destined for, Cambay, being the manufacture or produce of that city or intended for its consumption, and goods which only passed the town of Cambay in transit.† The British Government consented to forego the annual payment of Rs. 748-5-2 made by the Nawab on account of the Golana and Galiana Nakas, as by these arrangements all trade passing through them became free.

In 1862 the Ruler of Cambay received an Adoption Sanad (No. V): and in 1867 was granted a permanent salute of 11 guns.

Hussain Yawar Khan died in 1880, and was succeeded by his eldest son Jafar Ali Khan. Jafar Ali Khan died on the 21st January 1915. His son, Mirza Hussain Yawar Khan, who was born on the 16th May 1911, being a minor, the State is, at present, under British administration.

In March 1881 an Agreement (No. VI), was concluded, which provided that, in consideration of an annual payment of Rs. 40,000, the salt-works in Cambay should be permanently closed, and measures should be taken to prevent the manufacture, collection, importation or exportation of illicit salt.

In November 1881 the Nawab executed an Engagement (No. VII), by which he undertook to prohibit the cultivation of the poppy and the manufacture of opium in his State.

In 1885 a fresh customs Agreement (No. VIII) was concluded, cancelling the arrangements made in 1856. Under this agreement the

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* *See page* 13.

† The result of these arrangements was that goods, the produce or manufacture of the town of Cambay, when exported by sea, were subject to a duty of 5 (a) per cent., and on import at any British ports to the import duties leviable on foreign goods under Bombay Act I of 1852.

(a) *See pages* 12-15.

Nawab adopted the British customs tariff and system, and the Government of India abandoned all claims for chauth and all interference with the collections, while reserving liberty to resume direct control if the Nawab's management proved unsatisfactory.

In 1888 the Nawab undertook (No. IX) to remove all restrictions on free trade in his State.

In September 1890 Jadr Ali Khan was obliged to leave his capital in consequence of the occupation of Cambay by a riotous mob; and he appealed to the British Government for aid to restore order. The Political Agent, with a company of Indian troops, proceeded to Cambay; and, as the rioters refused to disperse, and even routed the Cambay police who were sent against them, it became necessary to employ the troops. Several lives were lost; and, after order had been restored, a minute inquiry was instituted, which disclosed a state of bankruptcy and general misgovernment. A special officer was sent to advise the Nawab and, with the consent of the Chief, the administration was put under his control. In 1894 the special officer was withdrawn, and the conduct of the administration restored to the Nawab; who, in April 1894, undertook (No. X) on behalf of himself, his heirs and successors, to abide by certain conditions.

In 1897 a fresh Agreement (No. XI) was concluded regarding the manufacture, consumption and sale of opium in Cambay.

In 1900 the State ceded (No. XII) full and exclusive power and jurisdiction of every kind over the lands required by the Cambay-Petlad Railway.

In 1901, at the suggestion of the Cambay Darbar, the Government of India undertook the conversion of the Cambay silver currency into British currency, on condition that the Cambay mint should be closed for 50 years and then only re-opened with the consent of the Government of India. The conversion carried out was at the rate of 100 British rupees to 129 Cambay rupees.

In 1902 the Cambay Darbar entered into an Agreement (No. XIII) with the Bombay, Baroda and Central India Railway for the working of the Tarapur-Cambay section of the Cambay-Petlad Railway. In 1914 the State entered into an Agreement (No. XIV) with the Bombay, Baroda and Central India Railway for the working of the Cambay Bunder Siding.

By an agreement concluded in 1889 the abkari revenue of Cambay was leased to the British Government for a period of ten years from the 1st January 1888, on payment to the Nawab of a compensation of Rs. 35,000 annually in monthly instalments. The agreement was renewed in 1897 for five years; and from the 1st August 1904, a new agreement renewable at the conclusion of ten years with the mutual

consent of both parties, came into force, under which the Nawab agreed to assimilate his system of abkari administration to that of British districts. In 1903 he agreed to prohibit the cultivation of hemp in his State, and leased his hemp drug revenue to the British Government up to the 31st July 1904. As on that date the abkari management reverted to the State, the Nawab was also permitted to retain the management of hemp drugs on certain conditions. A fresh abkari Agreement was concluded in 1926: and this was renewed (No. XV) in 1929.

The Nawab has first class jurisdiction, having power to try for capital offences any persons except British subjects. Cambay is under the political supervision of the Collector of Kaira.

The area of Cambay is about 350 square miles; population, by the Census of 1921, 71,762; and gross revenue, Rs. 10,07,845.

The State pays an annual tribute of Rs. 21,924-4-0 to the British Government.

The State maintains no regular military force; but there are 9 serviceable guns, 10 mounted men forming the Nawab's Bodyguard, and 21 mounted and 62 dismounted Armed Police.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

No. I.

TRANSLATION of the TREATY entered with NAWAB MOMUN KHAN, GOVERNOR of CAMBAY, for the SALE of the FORT of TARRAJAH, with its AMMUNITION and DEPENDENCIES,—1771.

ARTICLE 1.

That in consideration of the Honourable Company selling and making over to him and his heirs the fort of Tarrajah, its dependencies and ammunition, the same as when taken from the Koolies, he, the Nawab, agrees to pay them (the Honourable Company) the sum of Rupees seventy-five thousand (75,000) in the term of five years, at five yearly equal payments of Rupees fifteen thousand (15,000) each ; the first payment of Rupees fifteen thousand (15,000) to be made twenty days after the Nawab's forces have got possession of Tarrajah fort, and the remainder to be paid punctually by the Nawab on the very same day of every year after as the first payment was made, until the whole sum of Rupees seventy-five thousand (75,000) is received.

ARTICLE 2.

As the Honourable Company have been pleased to show their great regard and favour to him (the Nawab) in giving him the fort of Tarrajah, he most solemnly declares he will on no account enter into any terms or friendship with the Koolies, or assist them by either sea or land, or suffer their boats to enter any territories belonging to him, or he himself fit or equip any piratical boats, and look upon any enemies of the Honourable Company as his enemy also, but will distress such as much as possible ; neither will he, on any account whatsoever, deliver the fort of Tarrajah, or any part of the country to either the Koolies or any other country power whatsoever, without the consent of the Honourable Company first had and obtained.

ARTICLE 3.

That should the Honourable Company at any time hereafter have occasion to act against the Koolies of the other districts, the Nawab very willingly agrees to let the Honourable Company have the use of the fort of Tarrajah, and its dependencies for the use of their troops whilst they may be there, and order his people to assist them with whatever they may want, provided they do no damage to the fort or its pergunnah, which in such case is to be made good by the Honourable Company.

ARTICLE 4.

Should any power whatsoever attack or disturb him (the Nawab) in his fort of Tarrajah and its dependencies, he requests the assistance of the Honourable Company to keep him at possession, as he must now look upon himself as one of their servants ; and any charges sustained by the Honourable Company by such their

assistance, he, the Nawab, most readily agrees to defray as soon as he conveniently can; and should the Honourable Company have occasion for his troops, he, the Nawab, is very ready to follow their orders with such a number of forces as they may require; and the Honourable Company is to pay such expense as may be incurred on that account as soon as may be convenient to them.

ARTICLE 5.

He requests the Honourable Company will send him a proper convoy for conveying his troops to the Kooly coast, and that a sufficient force may meet them on the shore to escort them to and deliver them the fort of Tarrajah; and he requests the Honourable Company will supply him with thirty (30) barrels of gunpowder, and fifty (50) maunds of lead, for the use of Tarrajah fort, which he, the Nawab, agrees to pay for

ARTICLE 6.

He promises and agrees to make the first payment by the time above mentioned unto Mr. John Torlesse by transfer upon the shroffs, and for the remainder four payments he makes over the revenue of the Mocawt and Cosbaw; and should it please God to distress the said revenue by want of rain, enemies, or the like he (the Nawab) then agrees and promises to make the same good himself.

Approved by the Government of Bombay on 23rd April 1771.

No. II.

TRANSLATION of a WRITING from the NAWAB of CAMBAY,—1771.

AGREEMENT between the HONOURABLE ENGLISH EAST INDIA COMPANY and MOMUN KHAN, NAWAB of CAMBAY.

Agreeable to what I have been requested by Mr. John Torlesse, Resident at Cambay, I now do promise that should Gogo at any time again fall into my hands, and the Honourable English Company be desirous of having a factory there, I will grant it to them, and on no account whatsoever suffer any other European nation to settle there; also from the long friendship subsisting between the Honourable English Company and me, I have hearkened to the recommendation they have been pleased to give to Eckarajee and Gopaljee Servia. I will on no pretence whatever meddle with or trouble the ancient possessions of Eckarajee, the son of the late Bowsung, nor the town or fort of Bhownagur, and take no more than what has always been usual for the possessor of the Bunder of Gogo to take, and what I took when I was in possession thereof, and no more will I demand. And with respect to Gopaljee Servia, I will give neither molestation; but I do request that after this agreement, the Honourable Company will not recommend any more persons of

that country to me. And by the help of God, I and my heirs will stand to all agreements hitherto entered into between us.

Written with my own hand this 12th day of the moon Rujjub, year 1185, or 22nd October 1771.

No. III.

TRANSLATION of an ENGAGEMENT executed to the HONOURABLE COMPANY by JWALLANATH SAHEB ROY in behalf of his master NIZAMOOD DOWLA, MAMTAZOOLMOOLK MOMIN KHAN BAHADOOR DILAWAR JUNG, of CAMBAY, for the farm of CAMBAY of CHOUTH and NAPPAAR, for the year 1860, or 1803-04 which has been ceded by the PEISHWA to the HONOURABLE COMPANY,—1803.

ARTICLE 1.

I agree to pay off muckta or stipulated revenue for Company and the Tuppa of Nappaar, on the following conditions . . Rs. 90,001

ARTICLE 2.

Deduct expense—

NAPPAAR, *viz.*:—

	Rs.	Rs.	Rs.
20 Cavalry for 12 months, at Rupees 20 each per month .	4,800		
10 Peons for recovering revenue at Rupees 3 per month .	360		
Contingent charges called sadeed	500		
1 Careoon	200		
		5,860	
CAMBAY—			
8 Mehataums writers upon the Mehal	400		
8 Peons writers upon the Mehal	288		
		688	
			6,548
Payable balance Rs.			83,453

ARTICLE 3.

Payment of the above sum to be made by the following instalments, *viz.*:—

	Rs.	Rs.
Kastick Sood 12th, or 27th November 1803	18,000	
Pous Sood 12th, or January 1804	20,000	
Chitre Sood 12th, or April 1804	22,000	
Jeit Sood, or end of the year in the month of June	23,453	
		83,453

ARTICLE 4.

I will pay the amount of three instalments fully, but for the last there may probably remain a balance in the cultivators' hands, which shall not, however, exceed Rupees 2,000, for the advantage of the pergunnah the following year.

ARTICLE 5.

Should asmany or sultany happen (calamities from the elements or war), the loss sustained thereby to be duly considered by the Company agreeable to custom.

ARTICLE 6.

Whatever custom has obtained from time immemorial of receiving from the ryots little offerings (such as vegetable, etc.), it shall not be prevented, provided they are free and voluntary gifts.

ARTICLE 7.

Some garrison sepoys to be allowed for the fort of Nappaar.

ARTICLE 8.

If any repairs should be required for the fort of Nappaar, it shall be made by the Comavishdar with the sanction of the Resident, and in that case the charge must be credited by the Company.

ARTICLE 9.

Wurshasun, or usual allowances to the Brahmins, dawasthans, khyrat, dhurmadao, or charity, etc., should these be ordered to be continued, it shall be credited by the Company.

ARTICLE 10.

Should any enemies or other disturbance of the peace appear, the commanding officer in the fort of Nappaar will proceed against them on being informed of the circumstance by the Comavishdar, or, in his absence, by the Carcoon.

ARTICLE 11.

I will collect from the mahal, over and above the amount of Rupees 90,001 of rent, on account of our toolebe, etc., a sum not exceeding Rupees 1,000.

ARTICLE 12.

Agreeable to the foregoing promises I will act.

No. IV.

AGREEMENT concluded between HIS EXCELLENCY the NAWAB of CAMBAY and the BRITISH GOVERNMENT, regarding the levy of TRANSIT DUTIES on goods IMPORTED and EXPORTED by SEA through the PORT of CAMBAY,—1856.

From the manifest of imported goods, those intended for transmission to other places shall be entered in a separate memorandum, which shall be signed by the customs officers of both Governments and sent to the transit officer.

2. Goods intended for transmission to other places shall be deposited either in the Outside Custom House, or on an open place in front of it.

3. These goods shall be examined and compared with the memorandum mentioned in the 1st paragraph, and weighed or measured as the case may be, after which the goods shall be entered in the books of both Governments, and the amount of duty to be levied determined.

4. Then the amount of duty in Cambay, old currency, due to both Governments, shall be levied from the merchant, and a receipt granted with the signatures of both officers, showing the amount levied by each.

5. After which each package of merchandize shall be stamped, and permission to remove the goods granted, whether for transmission by sea or land.

6. No Rahadaree goods shall be allowed to enter the city, but shall be taken direct.

7. All export and import goods intended for transmission to other places which shall not be taken away and duty paid within one month, shall be liable to the higher rates of duty fixed for goods imported into, and exported from, the town of Cambay.

8. Duty shall be levied without delay on all transit goods at the Outside Custom House ; and if they are not taken away within one month, the higher rate of duty shall also be levied.

9. Transit goods, which shall be taken by any road into the city, or which, having been stored near the city, shall afterwards be brought into it, shall be treated as smuggled, and dealt with accordingly.

10. With the exception of holidays and Sundays, the officers of customs of both Governments shall be present at their duties every day from 10 A.M. till 5 P.M.

11. Out of every rupee levied on transit goods, the Nawab shall take eight annas under the name of " expenses ", four annas shall be taken by the British Government, and the remaining four by the Nawab. The details of the eight annas taken by the Nawab as " expenses " are as follows :—

1st.—From this the Nawab is to build a custom house on the bunder for the purposes of an office and for the depositing of transit goods. This office is to be for the use of both Governments and as a warehouse for goods.

2nd.—The Nawab to make arrangements for the protection of all transit goods as far as his own frontiers, and keep the roads in his own territory in repairs.

3rd.—After these objects have been effected, should there be any balance left, the Nawab is to be at liberty to expend the same in repairing the walls of the city or in any way he pleases.

12. If ever any change should be deemed advisable in the above arrangements none shall be made without the consent of both Governments.

13. Transit goods have been classed, and are to pay duty according to different rates, yet there are many descriptions of goods not classed; with regard to these, as many as possible shall be classified, and this shall be done by the customs officers of both Governments, and with the sanction of both Governments.

Memorandum of rates of transit duty agreed on between the British Government and the Nawab of Cambay to be levied under the name of "Khurajat" or expense on the under-mentioned articles imported at Cambay for transit and brought to Cambay by land for export by sea in lieu of present sea, land customs, and other levies to which such goods are now subject.

Description of articles to be taxed.				Description of goods to be taxed on their numbers without reference to weight.
At 1½ annas per maund, or Rs. 3 per cart-load.	At 1 anna per maund or Rs. 2 per cart-load.	At ½ anna per maund, or Re. 1 per cart-load.	At 3 pies per maund, or 8 annas per cart-load.	
1	2	3	4	5
Saffron	Silk	Cotton yarn	Chunam stones	Rs. A. P.
Cochineal	Europe piece-goods	Jagree	Grain.	Cocoanut, per 1,000 2 0 0
Vermillion	Cardamoms	Coriander	Oil-cake or penock.	
Elephant teeth	Cloves	Cummin seed	Cotton seed	
Vansiochun	Nutmegs	Turmeric	Vegetables and fruits.	Bamboos, per 1,000 1 0 0
Rascapoor	Mace	Alum		
Quicksilver	Cinnamon	Almonds (false)		
Copper	Akulkura	Black raisin and red		Rafters, per 100 0 8 0
Tin	Hing	Betelnut (Mangrole)		Teak and black timbers, per cart 0 8 0
Sawjeera	Tea	Dates, wet		
Camphor	Khismiss	Dates, dry		
Quince seed	Betelnut (Sewurdhun)	Copra		
Blue vitriol	Capoor Catcheree	Bellama		
Verdigris	Tumaulputree	Senna leaves		Large timbers, per cart 0 8 0
Brass	Lead, red	Nesotur		
Indigo	Soap	Rose flowers, dry		
Choodee Malka	Glassware	Brimstone		
Tobacco	Almonds	Goolall		Bamboos, per 4,000 0 2 0
	Ghee	Dammer		
	Cocoanut oil	Gum		
	Honey	Soornugee		
	Cutlery	Sunchora		Brooms, per 1,000 0 2 0
	Sugar	Cauth		
	Sugarcandy	Fennel seed		
		Ajmood		
		Sowah		Mats, date, per corge 0 0 6
		Dry ginger		
		Iron bars		
		Cotton		
		Spirits or liquor, Europe		
		Castor oil		
		Ginjelly seed		
		Ginjelly oil		
		Castor seed		
		Sursa seed		
		Chunam		
		Iron and steel		
		Ironware		
		Spelter		

The rates of duty, as shown in columns from 1 to 5 shall be levied under the name of "Khurajat" on all goods imported into Cambay for transit, and on goods brought to Cambay for export by sea, in lieu of sea and land Customs and all other levies to which such goods are now subject, and out of every rupee so levied on such goods the Nawab shall take eight annas on account of expense for protecting trade within his territories, and four annas shall be taken by the British Government, and the remaining four annas by the Nawab.

All articles not entered in the above Schedule are to be classified and entered in it by the Customs House Officers of both Governments, and submitted for approval, and the value of each article as entered in the Bombay tariff is the value on which the classification is to be based, and any articles which may be omitted are to be considered as in the 3rd class.

Memorandum of Arrangements made by His Excellency the Nawab of Cambay and the British Government regarding Customs Duties to be levied on goods imported into the City of Cambay and on goods the produce thereof when exported by Sea.

The manifest of all goods imported by sea, the vessel's register, and any papers received at the port of departure, shall, on the vessel's arrival, be presented by the tindal to the customs officers of both Governments, and they shall make entry accordingly in their books, and give orders for the landing of the cargo.

2. The merchant shall write on the said manifest a memorandum to the effect that such and such goods (if any) are for transit, and the Custom House officers of both Governments shall then send to the officer at the Outside Custom House a Memorandum of such goods duly signed and numbered, a corresponding number being written on the manifest.

3. For all goods to be imported into, or exported from, the city, the merchant shall present a "buruttia" (a written application) duly signed, and the goods mentioned therein shall be duly examined, weighed, etc., in the presence of the officers of both Sircars and the value be determined according to the Bombay tariff and duly levied for both Governments together in old Cambay currency, according to the schedule hereunto annexed. after which each Government's share shall be separated and credited by the officers of both Governments, and a receipt for the total signed by both officers given to the merchant. If the description of goods be not found in the Bombay tariff then they shall be valued at the bazar price.

4. For all goods exported from Cambay, the tindal shall prepare a general manifest in duplicate, and for any goods therein, which are transit goods, a memorandum to that effect, and showing that duty has been paid thereon, shall be written on the general manifests by the officers of the Outside Custom House, which documents shall then be presented at the Inside Custom House, where they will be compared with the books there, when the manifests shall be signed by both officers, and one given to the tindal and one kept in the Honourable Company's Office, a copy being taken by the Nawab's officer ; the port clearance shall also be signed by both officers.

5. The officers of both Governments shall also levy anchorage fees from the owners or tindals of vessels according to the rates prescribed in the annexed schedule in one sum and in Cambay old currency, and divide their shares after giving to the payer a receipt signed by both.

6. Goods shall pay duty according to the tables hereunto annexed, but there are some articles, such as grain, firewood, timber, etc., which cannot at once be brought to the Inside Custom House ; these shall, therefore, be taken to the old Meerbeer Chowkee, where they shall be examined and duty levied according to the tables and a receipt from both Sircars granted, the shares being divided after ; but although duties of customs on certain goods are to be levied near the Meerbeer Chowkee, yet it is clearly understood that all old Meerbeer levies are abolished.

7. All goods to the value of Rupees 30, or petty customs, whether at the Inside Custom House or at Meerbeer Chowkee, shall pay duty according to the rates in the schedules, and shall be examined in the presence of the officers of both Governments, and one receipt for the total sum levied granted as above: the shares to be divided afterwards. Of these petty customs, one-fourth under the name of "khoirat" (charity) to be deducted every day, and the balance to be credited under the head of "Petty Customs". The "khoirat" of both Governments shall be kept in one account book, and according to present custom, out of this sum, charity is to be dispensed to the lame, fuqueers, blind, etc., by procuring for them grain, drinking water, etc., and the expenses entered in the book by the officers of both Governments.

8. All goods, whether import or export, are to be stamped after the duty is levied.

9. The method of conducting the Kavee Ferry is not to be altered, but kept as it is by both Governments.

10. Except the demands authorised by this arrangement entered into by both Governments, no other levy of any kind, nor under any name, is to be made by the customs officers of either Government.

11. A true copy of each general manifest shall remain with the Nawab's officer, while the original and any papers from port of departure shall remain with the Honourable Company's officer. The "buruttia" or written application, after having been examined and signed by both officers, shall be given to the Nawab's officer for his records, but shall be shown to any other officer at any time they may be required. The dufters of both Governments shall be kept so as to correspond.

12. With respect to smuggled goods seized, they shall be brought into the Custom House, and the officers of both Governments shall, as usual, make due enquiry into the matter, and the Nawab's officer shall take copies of all the papers relating to the enquiry, while the original papers shall be sent to the office of the Deputy or Assistant Commissioner, and whatever orders shall be received with respect to each case shall be acted on in the same way as at present; but if the decision of the European officer shall seem to the Nawab to require being modified, the Nawab shall write his opinion on the subject, when it will be taken into consideration.

13. Whenever the Nawab's Darogah shall send a note with his signature, that such and such provisions are for the use of the Durbar or the establishment of the Nawab, they shall be passed free and entered in the books as free, and whatever provisions in transit for Europeans, as are at present passed free, so they shall be continued to be passed without any hindrance. Provisions of the value of Rupees 15 belonging to travellers, and of the value of Rupees 5 belonging to inhabitants of the city, shall be allowed to pass free either way.

14. The Inner Custom House, now in a dilapidated condition, shall be repaired at the expense of the Nawab, and both Governments shall have therein an office, a

Treasury, and a record-room ; and for the Company's officers exclusively another cutcherry for all purposes shall afterwards be built by the Nawab.

15. With the exception of holidays and Sundays, the servants of both Governments shall attend in the Custom House from 10 A.M. to 5 P.M., and shall not make any delay in the transaction of business.

16. Piece-goods manufactured in Cambay are not in the tariff, and cornelions are put down in the tariff at a very low price ; therefore every three years a committee consisting of merchants and the officers of both Governments shall enquire into the prices of these things in the bazar, and fix the price thereon for the levy of duty under the sanction of both Governments.

17. In the annexed schedule are laid down the rates of the several huks ; according to that the sums are to be deducted at the time of dividing the shares of both Governments, and credited in a separate account book kept for that purpose, the entries being signed by the officers of both Governments—the money to be kept in the Nawab's treasury in the Custom House ; and at the end of every month these officers shall give to the hukdars what is due to them, and take their receipts for the same, and whatever hukdars are doing duty, both Governments shall see that they do their duty properly.

18. No change to be made in the above arrangements without the consent and sanction of both Governments. According to these present arrangements, the custom duties shall be carried on ; the old system with regard to weighing, rates, etc., to be abandoned.

Statement showing the rate of Sea Customs duties on goods imported into and exported from the town of Cambay and of anchorage fees to be levied on vessels arriving at Cambay, as agreed upon by the British Government and His Excellency the Nawab in the year 1856.

Description of goods.	British Government's share in customs.	Nawab's share. Customs.	Nawab's share. Baptee & Punjum.	Nawab's share. Total.	Hukdars' Shares.	Total to be levied on Rupees 100 worth of goods.	Anchorage fees to be levied on every vessel on arrival with or without cargo. Fee to be levied according to the burthen spcified in the Registry Certificate.	Anchorage fees to be levied on every vessel on arrival with or without cargo. Rate of anchorage fee.	Remarks.
	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.		Rs. a. p.	
On all goods imported from whatever port.	1 7 0	1 7 0	1 1 0	2 8 0	0 5 0	4 4 0	From 1 to 20 Candies	1 0 0	The proceeds of anchorage fees shall be divided in three equal shares between the Hon'ble Company, the Nawab of Cambay and the Hukdars.
							„ 21 to 40 „	1 8 0	
							„ 41 to 60 „	2 0 0	
On all goods exported to whatever port.	1 13 0	1 13 0	1 1 0	2 14 0	0 5 0	5 0 0	„ 61 to 80 „	3 0 0	
							„ 81 to 100 „	3 8 0	
							„ 101 and upwards	4 0 0	

Statement of the distribution of the Huk allowances from the Customs and Anchorage fees levied at the Port of Cambay, as agreed upon by the British Government and the Nawab of Cambay conjointly.

	On Imports.		On Exports.		
	Custom House Hukdars.	Hukdars on the duties formerly taken at the Meerbeer.	Custom House Hukdars.	Hukdars on the duties formerly taken at the Meerbeer.	Hukdars' share of anchorage fees to be distributed under.
	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.
Moosruff	0 2 0	0 0 3	0 1 6	0 0 3	0 0 7
Canoogo of the Custom House and Canoogo with Pashan of Meerbeer .	0 0 9	0 1 0	0 0 9	0 1 3	0 1 9
Thakorejee Nutwerlaljee of Ahmedabad—claim on account of the Custom House levies.	0 0 6	....	0 0 6	....	....
Thakorejee Nuvindhpiajee of Cambay——claim on account of the levies at Meerbeer.	....	0 1 6	....	0 1 7	0 0 2[illegible]
Dhurmada	....	0 0 6	..	0 0 5	....
Seekmar	0 0 6	....	0 0 3	....	....
Khaanuvish of British Government .	0 0 5	0 0 7	0 0 8	0 0 6	0 0 3
Khasnuvish of Nawab Saheb . .	0 0 10	0 1 2	0 1 4	0 1 0	0 0 6
Lutmeenuvish	....	....	....	....	0 0 5[illegible]
Varagee	....	....	....	....	0 0 5[illegible]
Mahdrojee	....	....	....	....	0 0 1[illegible]
Swameenaryen	....	....	....	....	0 0 2[illegible]
Josee	....	....	....	....	0 0 9
TOTAL .	0 5 0	0 5 0	0 5 0	0 5 0	0 5 4

Amended 11th Article of the Agreement with the Nawab of Cambay in year 1856 regarding Rahadaree Collections.

Amended Article 11.

Eight annas in each Rupee of the Rahadaree, or transit collections, shall be shared equally between the British Government and the Nawab.

The remaining eight annas shall be disposed of as follows :—

24 Peons	Rs.	1,920
8 Showars	„	2,400
Contingencies . . .	„	180
1 Karkoon . . .	„	150
Hukdars, etc. . . .	„	300
Rupees .		4,950

1st.—A fixed establishment, as per margin, under the supervision and orders of the Nawab, shall be maintained for the protection of goods in transit within the Cambay territoriest. The strength and pay of this establishment not to be changed without the consent of Government.

2nd.—Of the balance one-third shall be devoted to educational purposes, and shall be expended under the direction of the Political Agent of Kaira on account of the expenditure being annually forwarded to His Excellency the Nawab.

3rd.—The remaining balance to be spent by His Excellency the Nawab in such a way as to promote the health and convenience of his subjects. Detailed accounts of expenditure to be kept, which the Political Agent of Kaira shall be entitled to inspect when desirous of so doing.

No. V.

ADOPTION SUNNUD granted to the NAWAB of CAMBAY,—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses, should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, any succession to the government of your State which may be legitimate according to Mahomedan law will be upheld.

Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government

Dated 11th March 1862.

CANNING.

A similar Sanad was granted to the Chief of Sachin in 1862, and to the Nawab of Janjira in 1890.

No. VI.

SALT AGREEMENT between the BRITISH GOVERNMENT and NAWAB JAFFER ALI KHAN of CAMBAY,—1881.

Whereas the British Government and Nawab Jaffer Ali Khan of Cambay are equally animated by the desire to draw closer the ancient ties of friendship which unite the two Governments, and whereas it has been found expedient to close the salt works in the territory of Cambay, in the profits of which the two Governments have hitherto shared, the contracting parties, *viz.*, the two Governments aforesaid, hereby agree together in the manner following :—

ARTICLE 1.

The Nawab having, since the 19th day of March 1878, closed the Cambay salt works and discontinued the manufacture of salt, undertakes henceforward to keep the said salt works closed and to suppress the manufacture of salt in his territory.

ARTICLE 2.

All works in Cambay territory shall be kept flooded, and otherwise effectually rendered incapable of yielding or producing salt.

ARTICLE 3.

The Nawab also undertakes to prohibit and prevent the clandestine manufacture of salt and collection of natural salt on the banks of the Myhe river or else-

where, throughout his territory, and also to prohibit and prevent the importation into, and exportation from, his territory of any salt other than British duty-paid salt.

ARTICLE 4.

The Nawab furthermore undertakes to continue the payments to Hakdars and charitable institutions at the rates and in the manner provided in the schedule annexed to his agreement, specifying the names of the recipients and the amounts payable to each, subject to the usages and customs to be observed by, or on the part of, the said Hakdars and charitable institutions, respectively, in that behalf.

ARTICLE 5.

In consideration of the faithful and effective discharge of the foregoing obligations and undertakings, the British Government agrees to pay to the Nawab's Government the yearly sum of Rupees 40,000 (forty thousand) in two equal instalments, the first of such instalments of Rupees 20,000 (twenty thousand) shall be payable on the 10th day of January, and the second instalment of like sum of Rupees 20,000 (twenty thousand) on the first day of July of each and every year.

ARTICLE 6.

The British Government further agrees to deliver 500 (five hundred) Indian maunds of salt annually free of all charge at the Annand Station for the consumption and use of the Durbar.

ARTICLE 7.

In the event of the re-opening by the British Government of the salt works closed since March 19th, 1878, referred to in Article 1, the yearly payment to be made to the Nawab's Government under Articles 5 and 6 shall be discontinued from the date of such re-opening, and all the rights and privileges connected with the manufacture of, and the levy of duty on, salt enjoyed by the Nawab prior to the closing of the salt works shall be restored to him.

In witness whereof the Nawab hath hereunto set his hand and seal this 17th day of March one thousand eight hundred and eighty-one.

Signed, sealed, and delivered by the within-named Nawab Jaffer Ali Khan in the presence of } JAFFER ALI KHAN.

SHAMRAO N. LAUD,

Dewan of Cambay.

Schedule referred to in Article 4 of the Agreement between the British Government and His Excellency Jaffer Ali Khan, Nawab of Cambay.

Amount of Hak.			*Names of Hakdars.*
Rs.	*a.*	*p.*	
1,516	0	11	His Excellency the Nawab.

Rs.	*a.*	*p.*	
1,231	12	10	For "Balai".
94	12	0	For "Vakaetnamai".
189	8	1	Watching charges.

Kanugas.

Rs.	*a.*	*p.*	
440	15	9	To Damodar and Itchashankar *alias* Amtha and Nana Magan, heirs of Ishuer Aditram, in equal shares.
440	15	10	Bechae Mansuk Jetha and Bai Ganga, widow of Ganpatram, heirs of Mugat Asharam, in equal shares.

Musarfi.

189	8	1	Nurdi Mahomed Khan, heir of Begum Jan, daughter of Narza Rajibeg.

Nakedar.

5	4	3	Rowji Modji.
5	4	3	Galabhai Dalabhai.
5	4	3	Bapu Sojan Sing.
5	4	3	Malhar Sing Baji.
5	4	3	Joita Tejsang.
5	4	3	Bhowsing Ujam Sing *alias* Ghela Wajesang.
5	4	3	Rama Jibawa.
5	4	3	Chotalal Chamanlal and Lalu Bhowsing, in equal shares.
5	4	3	Joita Bapuji.
5	4	3	Lalu Joitaram.
5	4	3	Joita Wakhatsang.
5	4	3	Chotalal Joitibhai.
5	4	3	Showaklal Portab Sing.
5	4	3	Hakimboo, widow of Gafur Rasul.
5	4	3	Galbhai Thakorji.
5	4	3	Bai Ulat, widow of Narsing Nanabhai.
5	4	3	Showaklal Ujamsang.
5	4	3	Kalla Kesrisang.
5	4	3	Magan Joitaram.
5	4	3	Chogal Chaman.
5	4	3	Bai Rambai, mother of Kali Kakabhai.
5	4	3	Kalla Dayabhai.
5	4	3	Bai Adit, widow of Daya Govindram and Bai Mankoover, mother of Girjashanker Ghela, in equal shares.
5	4	3	Rawji Jitaram.
5	4	3	Abdul Kasim Walde Chand.
5	4	3	Rasul Latif.
5	4	3	Jetha Rodhwaram.
5	4	3	Lalu Bhowsang and Chotalal Chamanlal, in equal shares.
5	4	3	Bai Waju, widow of Bapu Bhagwan.
5	4	3	Rohim Rasul.

Amount of Hak.			Names of Hakdars.
Rs.	a.	p.	
5	4	3	Bai Biban, wife of Sayed Mahomed Abasi.
5	4	3	Lalu Avagi.
5	4	3	Bhowsang Ujamsang and Bhuria Kesarising.
5	4	3	Madhowrow Bapuji.
5	4	3	Natho Lalu.
5	4	3	Jilia, daughter of Gonan Sing Ujam Sing.
			For feeding birds.
47	6	0	Rotan Chand Gulab Chand.
			Dharmada (Charitable).
1	8	0	Krishnaram Jiwanram.
3	0	0	Lakhmishankar Rupshankar.
1	4	0	Bai Maha Luxmi, heir of Dipram Motiram.
1	8	0	Bai Kasi, widow of Dulawram Krishnaram.
4	0	0	Magan Karunashankar, worshipper of Shidhai Mata.
1	8	0	Mahalakhmi and Shiogonga, daughters of Kubeta Nandram.
1	8	0	Bai Umia, sister of Balwaid's wife, on account of latter's son.
3	0	0	Pranshankar Pitambee Vyas.
1	8	0	Bai Mulkuner, widow of Mugatram Natharam.
3	0	0	Bechar Nand Kesar Shukal.
1	8	0	Chand Pira, Musawar of Phool Pir.
4	0	0	Laxmishankar Rupshankar, worshipper of Chamunda Mata.
1	8	0	Bai Jamna, widow of Motiram Veniram.
0	8	0	Amirsha Amanatsha, Murzawar of Memda Pir.
1	8	0	Bai Vizli, widow of Loxmiram Nathuram
1	8	0	Bhat Rajaram Sobharam.
4	0	0	Bai Rukhmani, widow of Waid Parbhashankar Ganpatram.
1	8	0	Waijnath Wajiram Vyas.
3	0	0	Bai Dewali, daughter of Bechar Wajeram.
4	0	0	Bai Rukhmani, heir of Rajaram Shankarbhat.
1	8	0	Bai Suraj, widow of Vyas Harnath Bhaiji.
3	0	0	Damodar, Itchashankar, Amtas and Magan, sons of Kanuga Ishver Aditram.
1	8	0	Bai Jadow, daughter of Krishnaram Pipla.
1	8	0	Premdas Bhagwandas, worshipper of Thakor Mandir at Menpur.
1	8	0	Bai Daya, daughter of Hariram Parbhuram.
5	0	0	Tulsidas Haridas Bawa of the Machipura Madhi.
10	12	9	Manu Dayal, who pours milk in the sea every month.
			Bhangies.
3	0	0	For bread to dogs, to Ratanchand Gulabchand.
3	15	2	Jamna Dewa.
3	15	2	Nagar Shankar.
3	15	2	Machha Samji.
3	15	2	Natha Haria.
3	15	2	Mitha Wasta.
3	15	2	Joita Lala.

Amount of Hak.				*Names of Hakdars.*
	Rs.	*a.*	*p.*	
	3	15	2	Ranchor Joita.
	3	15	2	Lala Jetha.
	3	15	2	Jaga Khima.
	3	15	2	Lala Mongal.
	3	15	2	Berkhi and Adit, daughters of Jiva Bechar.
	3	15	2	Amtha and Jamna, sons of Dewa Dayal.
Total	2,944	6	4	

Witness to the signature of His Excellency the Nawab Jaffer Ali Khan.

(PERSIAN SIGNATURE OF .. EXCELLENCY.)

SHAMRAO N.,
Dewan.

No. VII.

TRANSLATED SUBSTANCE of copy of an AGREEMENT passed by HIS EXCELLENCY the NAWAB of CAMBAY in respect to the manufacture and sale of OPIUM in that STATE, without date, and received and ordered to be translated on the 3rd November 1881 :—

1. The cultivation of the poppy and the manufacture of opium to be put a stop to.

2. The Nawab should send for from the British Government's depot at Ahmedabad, or some other place, all the opium required for consumption.. No other person except the Nawab's Sarkar (officials ?) shall sell it from the 1st October next.

3. Sections of the Indian Opium Act bearing on the subject, and the rules framed under that Act from time to time, will be enforced in the Cambay State in accordance with the usage of the Nawab's Court.

4. The stock of opium or its juice which cultivators or merchants may possess should be sold before the 1st October. The Nawab will purchase the stock of opium which may remain after that date, and resell it to licensed parties at the cost price, and on the payment of the full duty.

5. After the 1st October the price of opium sold in retail in Cambay should not be less than that prevailing in Kaira.

6. A half-yearly account showing the quantity of opium imported into Cambay and sold, the proceeds of the sale, and the quantity of opium remaining, should be sent to the Political Agent.

7. The Nawab will conduct himself in accordance with the preceding six paragraphs. The opium on which the duty has not been paid will not be allowed to be imported into Cambay. Opium will not be sold in retail in Cambay at a price less than that prevailing in Kaira. In lieu of this the British Government agrees to pay to the Nawab the whole of the duty, *viz.*, Rupees (650) six hundred and fifty per chest on the opium which, as stated above, may be imported for consumption in Cambay.

S. P. PUNDIT,
Oriental Translator to Government.

No. VIII.

AGREEMENT between HIS HIGHNESS JAFFER ALI KHAN, NAWAB of CAMBAY, and the BRITISH GOVERNMENT, in supersession of the agreements entered into by the NAWAB of CAMBAY in one thousand eight hundred and fifty-six, regarding the administration of the Customs Department and the levy of Rahdari and Transit duties in the State of Cambay,—1885.

1. The treaties of one thousand eight hundred and fifty-six are hereby cancelled and in lieu thereof it is mutually agreed as follows.

2. His Highness the Nawab of Cambay has, from the first day of April one thousand eight hundred and eighty-four, introduced the British customs tariff at his sea-ports, and whenever from time to time the British Government may make alterations or modifications in such tariff, His Highness the Nawab shall make similar modifications in the tariff at his ports. His Highness the Nawab shall further follow the system, use the forms and observe the rules in force in British custom-houses, and shall in all respects assimilate, so far as it may be possible, the procedure in his custom-houses therewith. His Highness shall not allow the importation by sea into the State of Cambay of any fermented or spirituous liquor or the importation or exportation by land or sea of any opium except opium duly covered by a British pass.

3. The British share or *chouth* on sea customs, anchorage fees and miscellaneous customs fees is hereby commuted in perpetuity (as the *chouth* on land revenue has already been) for an annual payment by His Highness the Nawab to the British Government of two hundred British Indian rupees. The said payment shall be made by His Highness the Nawab to the British Treasury at Barsad on the first of April in each year.

4. While reserving to themselves all rights of control and management in the Department of Customs in the Cambay State, which they hold by right of conquest from the Peshwa, the British Government will, from the date of this agreement taking effect, hand over to His Highness the Nawab the control and management of the custom-house at Cambay, and will withdraw from Cambay territory their Sarkarkun of Customs and the Mahalkari of Cambay, together with the establishments subordinate to these officers, respectively, and will abstain from exercising their rights of control and management in the Department of Customs in the State

of Cambay for so long as the arrangement in that behalf made by His Highness the Nawab prove satisfactory and subject to the following conditions, namely :—

(a) The British Government shall maintain a special officer, who shall be allowed a seat in the Cambay Custom-house and shall be authorized to inspect and scrutinize and copy all customs documents and books and all customs business transacted there and in all other places in Cambay territory, as well as to examine all goods landed or shipped or water-borne to be landed on or from Cambay territory.

(b) The British Government shall maintain such establishments as they may deem necessary for the prevention of salt-smuggling and clandestine practices relating to salt in Cambay territory ; but the maintenance of such establishments by the British Government shall not affect the obligations undertaken by His Highness the Nawab himself to prevent salt-smuggling of all kinds, as well as the consumption within the limits of His Highness's State of any salt on which the British excise has not been paid.

(c) The British Government will resume direct control and management of the Department of Customs in Cambay if the arrangements made by His Highness the Nawab do not prove satisfactory.

5. The British Government and His Highness the Nawab of Cambay, respectively, agree to discontinue for ever the joint and separate levy of Rahdari and Transit duties of all kinds and of all the petty cesses mentioned in the schedule hereto attached, as well as of all similar cesses except such as are strictly of a municipal character and fall on the consumption or inhabitants of the town of Cambay exclusively ; provided that His Highness the Nawab may continue to levy as heretofore on his own account a royalty on mintage, divorce and marriage registration-fees, and fees for stamping weights and measures.

6. The British *chouth* on the land revenue having been commuted for ever, the British Government will not share in any possible increase of land revenue following a revision of assessment.

7. His Highness the Nawab shall pay the Hakdars the same proportion of the total customs receipts under the British tariff as was allowed to them in the Agreement of one thousand eight hundred and fifty-six.

8. This agreement has taken effect from the first day of April one thousand eight hundred and eighty-four, and is binding also on the heirs and successors of His Highness the Nawab.

Dated this second day of April one thousand eight hundred and eighty-five.

Witness.

SHAMRAO N. LAUD,
Diwan of Cambay State.

JHAUNBHAI NATHUBHAI,
Head Clerk, Kaira Collector's Office.

NAWAB OF CAMBAY.

ARTHUR HUME SPRY,
Political Agent, Kaira.

Supplementary Declaration.

The British Government, in view of the completion of these arrangements with the Nawab of Cambay, hereby foregoes the payment of the sum of rupees two hundred stipulated as commutation in Article 3 of the Agreement dated the second day of April one thousand eight hundred and eighty-five.

Witness.

SHAMRAO N. LAUD. — ARTHUR HUME SPRY,

JHAUNBHAI NATHUBHAI. — *Political Agent, Kaira.*

Schedule of Taxes, Fees and Cesses jointly and separately levied by the British and Cambay Governments and now to be abolished.

I. Moteshi—

1. Fees levied for stamping weights and measures, per shop.
2. Fees for erecting or repairing buildings on—
   - (a) Public thoroughfares—
     - (1) Carpenters.
     - (2) Bricklayers.
     - (3) Tile-turners.
     - (4) For each door or window fronting main road.
     - (5) For each new verandah fronting main road.
   - (b) On minor streets—
     - (1) On every verandah.
     - (2) On every door.
     - (3) On every window.
3. Fees levied at the Divali—
   - (1) From each confectioner.
   - (2) From each potter.
   - (3) From each seller of fireworks.
4. Fees levied at the Holi—
   - (1) From each parched gram maker.
   - (2) From each confectioner.
5. Fees levied during the monsoon—
   - (1) From milk sellers for selling boiled milk at every Agiaras.
   - (2) From each toy seller at Shrawan fairs.
   - (3) At Droathul feast from every Khoja (sweet-meat seller).

6. Fees levied from each betel-leaf seller, per year.
7. Fees levied from each iron shopkeeper, per year.
8. Fees levied from each parched gram seller, per month.
9. Fees levied from vegetable sellers, per shop per diem.
10. Fees levied from—
    (1) Fruit and spices sellers, per shop per month.
    (2) Those who sit in the public roads to sell vegetables per diem.
11. Fees levied on caste feasts of Panjigars (Warp-pasters), per feast.
12. Fees levied on mango warehouses, per warehouse.
13. Fees on every cart laden with plantains that enters the city.

II. Nazrana—

1. From the panch of cotton-seed sellers, per year.
2. From the panch of firewood sellers, per year.
3. From the panch of Dasi Bania or cloth sellers, per year.
4. From the Kanooga of salt, per year.
5. From the Panch of Rice-beaters, per year.
6. From the Kanooga of Ghu Kanta, per year.
7. From the Panch of Sootaria, per year.
8. From the Panch of Judia (weavers), per year.
9. From the Kanooga of Noherji, per year.
10. From the Kanooga of cotton-seed sellers, per year.
11. From the Nakardass of Noherji, per year.
12. From the potter, per wheel.
13. From the Panch of smoking pipe-makers.
14. From the Panch of Sathuria.
15. From the Panch of cocoanut sellers.
16. From the Panch of pulse sellers.
17. From the Panch of Pinjars.
18. From the Panch of oil sellers.
19. From the Panch of coppersmiths.
20. From the Panch of vegetable sellers.
21. From the Panch of flour sellers.
22. From the Panch of tobacco sellers.
23. From the Panch of perfume sellers.
24. From the Panch of weighers.
25. From the Panch of butchers.

26. From the Panch of grain dealers.

27. From the Panch of ganja sellers.

28. From the Panch of Wadi Falia.

29. Fees from the abkari contractor.

III. Kotwali Chabutro—

1. Fees levied on every cart laden with plantains.

2. Fees levied on every shop of vegetable sellers.

3. Fees on re-marriages in the town and suburbs, other than Machipura —

(1) By widows.

(2) By divorced women.

IV. Machipura Chabutro—

1. Fees on every deed transferring the right to land, for building sites in Machipura, and to salt-pans.

2. Fees levied from tobacco sellers, per shop per annum.

3. Fees on retail oil sellers, per shop per annum.

4. Fees on re-marriages in the Machipura suburb—

(1) By widows.

(2) By divorced women.

V. Mint—

1. Fees of one ingot weight of copper coins levied at every time that copper ingots are weighed.

2. Fees of five annas on every crucible used in silver-melting.

3. Rs. 3-1-8 on every 1,000 rupees coined.

4. Rasal Duragi Re. 1 on every 1,400 rupees weight of "moos," per moos.

5. Rasal Khasumesi of 5 annas on every 1,400 rupees weight of "moos," per moos.

6. Fees of 2 annas 5 pies on one maund of copper coined.

7. Rasal Durazi fee of 1 anna on one maund of copper coined.

8. Rasal Khasumesi fee of half anna on one maund of copper coined.

Witness.

SHAMRAO N. LAUD.

JHAUNBHAI NATHUBHAI,

Head Clerk, Kaira Collector's Office.

NAWAB OF CAMBAY.

ARTHUR HUME SPRY,

Political Agent, Kaira.

DUFFERIN,

Viceroy and Governor-General of India.

This agreement was ratified by His Excellency the Viceroy and Governor-General of India at Simla on the eighteenth day of June A.D. one thousand eight hundred and eighty-five.

H. M. DURAND,
Secretary to the Government of India,
Foreign Department.

No. IX.

AGREEMENT of the NAWAB of CAMBAY for the REMOVAL of all RESTRICTIONS on FREE TRADE in his State,—1888.

No. 179, dated Camp, 25th February 1888.

From—HIS HIGHNESS JAFFER ALI KHAN, Nawab of Cambay,

To—W. PORTEOUS, ESQ., C.S., Collector and Political Agent, Kaira.

With reference to the correspondence ending with your No. 504 of 1888, dated the 29th January 1888, in regard to the removal of restrictions on free trade in my State, I have the honour to inform you that on behalf of myself and my successors I engage myself to abolish within my State from henceforth all tolls and imposts on the import and export of any commodity whatever; Provided that this engagement shall not be deemed to affect or prevent the levy by this State of—

(1) tolls on bridges, roads, ferries, canals or causeways, for the purpose of covering the cost of repairing and maintaining such bridges, roads, ferries, canals, causeways;

(2) duties of Octroi for municipal (including police and educational) purposes upon articles consumed within the limits of a Municipality; and

(3) tolls constituting abkari revenue.

2. I further on behalf of myself and my successors engage myself to abolish, from some date within two years from the date of this agreement to be hereafter fixed by me at my convenience, the impost on the weighment of commodities sold in my State which is known by the name of " Mopara ".

3. With a view to the encouragement of the local industries, I further on behalf of myself and my successors engage myself to abolish from henceforth all special tolls on trade and industries, and on the sale of commodities manufactured within the Cambay State under whatever designations such tools may hitherto have been levied.

Hoping that you are in health and prosperity.

No. X.

UNDERTAKING of the CHIEF of CAMBAY to abide by certain conditions affecting the administration of the CAMBAY STATE,—1894.

Dated 25th April 1894.

To HIS EXCELLENCY the Right Honourable GEORGE ROBERT CANNING, BARON HARRIS, G.C.I.E., GOVERNOR OF BOMBAY.

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of Your Excellency's "kharita," dated 9th April 1894, which was presented to me on 25th April 1894 by Mr. Reid, Commissioner, Northern Division, and I wish to express my thanks and pleasure at receiving the "kharita" and for the kind expressions contained in its sixth paragraph.

2. I have fully understood the contents of the "kharita," and I hereby give my unqualified assent on behalf of myself, my heirs and successors to all the conditions set forth in it, and to loyally act up to the terms of the "kharita" fully.

3. I undertake on behalf of myself, my heirs and successors to respect and maintain, in accordance with their terms, all title-deeds and claims, and all settlements of land-revenue settled by the Special Political Agent and approved by the Bombay Government, and in force on the 25th April 1894, except in so far as they may be rescinded by a competent court of law or with the consent of the Bombay Government;

And to seek and follow the advice of the Government of Bombay in reference to the revision of the Revenue Survey Settlement when its prescribed period is completed;

And not to remove my Diwan from his office without the sanction of the Bombay Government;

And never to employ Mr. Shamrao N. Laud in any capacity in this State.

And to submit an accurate report of the administration of the State every year in prescribed form and on prescribed date, and to include with it an annual budget estimate of revenue and expenditure for the following year;

And that I and my heirs and successors, under the protection of Her Majesty the Queen-Empress, will at all times conform to such advice as Your Excellency, or Your Excellency's successors in the Government of Bombay, may offer in regard to any object connected with the advancement of my interests, the happiness of my subjects, or the maintenance of my political relations with the British Government.

All the details and advice contained in paragraph 5 of the kharita are fully understood by me, and I recognize them to be good and such as should be acted up,* and I agree to act up to them; and I recognize that, in acceptance of the above terms the full responsibility in the future will be on me.

* S. O.

No. XI.

AGREEMENT between the POLITICAL AGENT, CAMBAY, acting under the authority of HIS EXCELLENCY the GOVERNOR of BOMBAY in COUNCIL on behalf of the BRITISH GOVERNMENT and HIS HIGHNESS JAFFERALIKHAN SAHEB, NAWAB of CAMBAY, on behalf of himself, his heirs and successors, regarding the manufacture, consumption and sale of OPIUM in the CAMBAY TERRITORY,—1897.

Whereas in accordance with the existing relations between the British Government and the Cambay Darbar the cultivation of poppy and the manufacture of opium are prohibited in the Cambay Territory and no opium may be consumed in the said Cambay territory other than opium on which there has been paid to the British Government the duty at the time payable to the said Government in respect of opium consumed in the Presidency of Bombay and whereas in consideration of the covenants on the part of His Highness Jafferalikhan Saheb hereinafter contained, the British Government has agreed to relinquish the whole of the said duty on all opium that shall be hereafter conveyed into the said Cambay Territory for consumption therein in accordance with the said covenants.

2. His Highness Jafferalikhan Saheb agrees with the British Government with reference to all former agreements on the same subject matter as follows, *viz.*:—

(1) That the opium from time to time required for consumption within his territory shall be obtained in one of the three following ways only (namely)—

(*a*) by direct importation from Malwa and Rajputana, or

(*b*) by purchase in Bombay, or

(*c*) by purchase at any convenient opium depot of the British Government;

and that all opium so procured shall be imported into, transported through or exported from British India, as the case may require in accordance with the law and rules regarding import, transport and export of opium at the time in force in the part of British India into, through or from which such import, transport or export is necessary.

(2) That he will adopt such measures as shall from time to time appear to the British Government to be necessary for effectually preventing any export and any illicit import of opium across his frontier.

(3) That the sale of opium within his territory shall henceforward be conducted by licensed vendors only or departmentally by State servants.

(4) That opium shall not be supplied to any of the said licensed vendors except on payment of a price which is not less than the price at which at the time being, licensed vendors are being supplied in the British District of Kaira.

(5) That no licensed vendors in his territory shall at any time be permitted to sell opium at a price which is lower than the lowest price at which licensed vendors are at the time being authorized to sell it in the British District of Kaira.

(6) That the system for the vend of opium in his territory shall be henceforward assimilated in its general features to that in force in the British District of Kaira.

(7) That he will forthwith introduce and enforce in his territory the regulations published under Government Resolution in the Revenue Department, No. 7207, dated 18th September 1895, and will hereafter from time to time adopt and enforce any change in the said regulations or any new regulation similar in effect to any provision of the law or rules regarding opium for the time being in force in British India, which the Governor in Council of Bombay shall, in the interests of the British opium revenue, desire him to adopt and enforce.

(8) That he will furnish every half-year on the First February and First August to the British Political Authorities of Cambay in such form as the Governor in Council of Bombay shall after consulting the Commissioner of Opium from time to time prescribe accurate accounts of the opium transactions of his territory.

3. The British Government agrees that so long as His Highness the Nawab of Cambay duly fulfils the foregoing covenants the whole of the duty payable to the British Government on any opium conveyed into the territory of Cambay in accordance with the relations between the British Government and Cambay Darbar as recited in the preamble to this Agreement, shall be remitted, or if duty has already been paid on any such opium as if the same were to be consumed in the Presidency of Bombay, then that the whole of the amount of the duty which has been so paid shall be refunded to the Cambay Darbar, provided that nothing in this Agreement shall affect the ultimate right of the British Government as paramount authority, on occasion arising to alter the rate of duty or the proportion thereof to be remitted or refunded under this clause, and that no such alteration shall release the said His Highness the Nawab from any of the covenants performable by him under this Agreement.

4. And it is further agreed between the parties hereto that in this Agreement the word " opium " shall have the same meaning as in the Opium Act (I of 1878), or in any other law regarding opium for the time being in force in the Presidency of Bombay.

This 15th day of June 1897.

SIGNATURE OF NAWAB OF CAMBAY.

CAMBAY;

28th June 1897.

H. D. L. BAGNELL,

Acting Political Agent.

No. XII.

DEED executed by the NAWAB OF CAMBAY ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the State occupied by the CAMBAY-PETLAD RAILWAY,—1900.

I, Jaferalikhan, Nawab of Cambay cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Cambay-Petlad Railway (including all land occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

CAMBAY ;

14th August 1900. SIGNATURE OF NAWAB OF CAMBAY.

No. XIII.

HEADS OF AGREEMENT between the CAMBAY DARBAR, hereinafter called the CAMBAY STATE, and the BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY, hereafter styled the Company, for the WORKING of the CAMBAY STATE RAILWAY from TARAPUR TO CAMBAY, hereafter called the TARAPUR-CAMBAY RAILWAY,—1902.

Under the conditions hereinafter recited, the Company agree to work, on behalf of the Cambay State, the Tarapur-Cambay Railway which begins at 8 miles and 1,760 ft. from Petlad, and such extensions as it may be agreed upon between the Cambay State and the Company to include in this arrangement, with effect from the 20th June 1901, from which date the B., B. & C. I. Railway Company work the line.

2. The said Company shall have the entire control of the train and traffic arrangements of the Tarapur-Cambay Railway during the continuance of this Agreement.

3. All communications, between the Cambay State and the Company under this Agreement, shall pass through the Political Agent, and the Consulting Engineer for Railways to the Government of Bombay, the latter of whom shall, for the purposes of this Agreement, undertake the same general duties with respect to the Tarapur-Cambay Railway as are entrusted to him with respect to the Railways under the control of the Bombay Government, and take the orders of Government when necessary.

4. The Company shall be subject in all respects, with reference to the Tarapur-Cambay Railway, to the same control by the Bombay Government as they are with regard to their own line.

5. The Tarapur-Cambay Railway, including stations, station buildings, sidings, furniture, weighing machines, dwellings for staff, level-crossings, signals,

signal lamps, cash safes, station paulins, engine and repairing sheds, provision for water-supply and all other necessary appliances for working the line, shall be provided by, or at the cost of, the Cambay State, and such alterations and additions thereto, as may from time to time be found necessary, shall be carried out by, or at the cost of, the Cambay State.

6. The whole of the engines, wagons, sheets and other appliances for the equipment of trains and vehicles shall be provided by the Company.

*7(*a*) As regards all charges (except such charges as are separately provided for in clause 7(*b*) of this Agreement) on account of maintenance of way and works including the repairs of bridges, stations and buildings, conservancy of rivers and all other works ordinarily constructed or repaired by the Engineering Department and as regards the expenses incurred in working the said line in other Departments the said Company shall charge to the said State the same percentage of the gross earnings as may be incurred in these Departments for the half-year in question on the broad and metre-gauge lines of the B., B. & C. I. Railway System and these charges shall be held to include supervision and the use of the rolling stock.

(*b*) The said State shall be liable to provide funds for making good all damage to the said Tarapur-Cambay Railway and works which shall be due to extraordinary casualty affecting the same of such a nature that in accordance with the customary practice on Indian Railways the cost of making good such damage would be made a charge against Capital.

8. From the amounts thus apportioned, chargeable as working expenses, the Company shall defray all the working charges and pay the salaries of the Staff and provide stationery, tickets, coal, oil, grease, current consumable stores and all other necessary materials for the proper and efficient working of the Tarapur-Cambay Railway.

9. Subject to the provisions of clause 7(*b*) hereof * the cost of all additional works or such improvements to existing works, as may be necessary for the proper working of the line or to meet the growth of traffic, which are properly chargeable to construction account, shall be dealt with as follows :—

(*a*) All works costing over Rs. 1,000 shall be charged to the Capital account of the Tarapur-Cambay Railway and shall be debited to the Cambay State.

(*b*) In the case of works costing Rs. 1,000 or less, a charge to Revenue will be admitted up to the same percentage of gross receipts as obtains for similar expenditure during the same year on the Broad and Metre-gauge lines of the B., B. & C. I. Railway System ; beyond this limit expenditure on works costing Rs. 1,000 or less shall be charged to the Capital account of the Tarapur-Cambay Railway and shall be debited direct to the Cambay State.

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* As amended by Supplementary Agreements dated 17th October 1909 and 10th May 1910.

10. The Company shall be responsible for the collection of all the revenue appertaining to the Tarapur-Cambay Railway, including such rents as may be charged, under the Company's rules, to any of their servants or the servants of the Cambay State occupying dwelling houses, the property of the Cambay State, and shall pay the same into the Treasury in the same manner as their own earnings.

11. The Company shall furnish the Cambay State, through the Political Agent, and the Consulting Engineer for Railways to the Government of Bombay, with a weekly return of the approximate earnings of the Tarapur-Cambay Railway, and at the close of each year, with a full account both of receipts and expenditure, under detailed heads to be settled between the Consulting Engineer and the Company.

12. Advances shall be made by the Government Treasury to meet the cost of working the Tarapur-Cambay Railway.

*13. The Capital and Revenue Accounts of the Railway will be prepared for the year ending 31st March, but the net earnings will be paid to the Cambay Darbar every half-year (the payment for the first half of the year being subject to adjustment at the end of the year). The Account as between the Bombay Government and the Cambay State shall be finally adjusted at the close of the year as soon as possible after the Revenue Account is rendered, and the balance in favour of or against the Cambay State after effecting the adjustment for the first half, shall then be paid over to it or by it, as the case may be.

14 (*a*) The fares to be charged for Coaching traffic and the rates to be charged for Goods traffic, shall be fixed from time to time by the Agent of the Company, in communication with, and subject to the approval of, the Cambay State.

(*b*) In the absence of any special agreement between the Cambay State and the Company, the fares and rates for coaching, goods and miscellaneous traffic and the classification of goods on the Tarapur-Cambay Railway shall, as far as may be, conform to those generally in force on the B. B. & C. I. Railway.

(*c*) In the equipment of passenger trains, there shall always be ordinarily attached one composite first and second class carriage. The number will be increased according to requirement.

(*d*) Mails and Postal Officers on duty, shall be carried at the rates and on the conditions which may be in force from time to time on State Railways in British India.

15. Through rates shall ordinarily be the sum of the local rates to the Junction, but special agreement may be come to in regard to through traffic.

16. The same terminals shall be charged on different descriptions of traffic on the Tarapur-Cambay as on the B. B. & C. I. Railway.

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* As amended by Corrigendum dated 27th January 1921.

17. All money transactions under this Agreement, as between the Bombay Government, the Cambay State and the Company, shall be in British Government Rupees, and the Company are to accept the British currency only in payment of fares and rates.

18. *Original clause was cancelled by Supplementary Agreement, dated the 17th October 1908, and the following clause was contained in the Supplementary Agreement, dated the 10th May 1910.*

This Agreement and the said Working Agreement may be determined by either party giving the other 12 calendar months' notice in writing in that behalf (terminating at any time) and upon the expiration of such notice this Agreement and the said Working Agreement shall cease and determine.

19. Any question or dispute which may arise in carrying out these arrangements shall be settled by arbitration in a manner to be arranged between the Government of Bombay, the Cambay State and the Company.

20. The Indian Railways Act, and the Standing Regulations of the Company as applicable to the B. B. & C. I. Railway, as approved by the Governor-General in Council under the Indian Railways Act, which have been accepted by the Cambay State, shall apply to the Tarapur-Cambay Railway. The above Act and Standing Regulations shall, within Railway limits on the Tarapur-Cambay Railway, constitute the law in force under which offences and actions affecting the Company or their servants shall be tried.

21. The telegraph line along the Tarapur-Cambay Railway shall be constructed and maintained by the Imperial Telegraph Department on the same terms as regards charges for rent and maintenance as may be from time to time in force in the case of State Railways. The Company shall work the line in strict accordance with the rules which have been, or which from time to time may be, authorised by the Governor-General in Council for the adoption and working of licensed Railway telegraph lines in British India.

22. The Telegraph instruments at stations on the Tarapur-Cambay Railway shall be maintained by the Company, and a charge of Rs. 4 per instrument per month shall be paid by the Cambay State.

23. The foregoing clauses are subject to confirmation by the Board of Directors of the Company.

MADHUVRAW H.,
Minister of the Cambay State.

H. D. OLIVER,
Lt.-Col., R.E.,
Agent, B. B. & C. I. Railway.

W. R. SHAW,
for Offg. Constg. Engr. for Rys. to Govt. of Bombay.

7th May 1902.

No. XIV.

AGREEMENT entered into between the CAMBAY STATE and the BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY for the WORKING of the CAMBAY BUNDER SIDING,—1914.

An Agreement made and entered into this Twenty Second day of July 1914 between the Bombay, Baroda and Central India Railway Company a Joint Stock Company incorporated by special Act of Parliament (now repealed) intituled " The Bombay, Baroda and Central India Railway Act 1859 " and the incorporation whereof is continued by special Act of Parliament intituled "The Bombay, Baroda and Central India Railway Act 1906 " and whose head office in India is situate in the Queen's Road in the City of Bombay (hereinafter called " the said Company " in which expression are included where the context so admits its successors and assigns) of the one part and The Government of His Highness The Nawab Jafer Ali Khan Saheb Bahadur Ruler of the State of Cambay (hereinafter referred to as " the said State " in which expression are included where the context so admits the Government of His Highness The Nawab Jafer Ali Khan Saheb Bahadur and his successors Rulers for the time being of the said State) of the other part Whereas the said State have through the Agency of the said Company recently constructed a Standard-gauge siding of Railway of approximately 1·50 English statute miles in length from Cambay Bunder Station to the Bunder at Cambay situate within the territories of the said State hereinafter referred to as " the said siding " and which said siding * has been opened for the public carriage of goods and Whereas the said State requested the said Company to work the said siding* soon after its opening for the public carriage of goods which the said Company consented to do upon the terms and conditions hereinafter set forth and the said parties hereto have agreed to enter into these presents Now these presents witness that it is hereby mutually agreed and declared by and between the said parties hereto as follows :—

1. The said Company shall on behalf of the said State work the said siding from the day on which the said siding shall have been opened for the public carriage of goods traffic upon the terms and conditions hereafter appearing.

2. The said Company shall have entire control of the train and traffic arrangements, appoint all necessary staff and provide all necessary engines, wagons and other necessary appliances for the proper and efficient working of the said siding, the cost being borne by the said State as laid down in Clause 7 hereof.

3. The said State shall maintain the said siding in perfect order to the satisfaction of the said Company the said Company providing if required by the said State all necessary materials such as rails, chairs, sleepers, etc. for the upkeep of the said siding at the cost of the said State, the usual supervision charges being levied by the said Company in the case of such supplies.

* As amended by Corrigendum dated 7th February 1918.

4. All additions or alterations to the existing work or permanent-way on the said siding as may be required by the said Company from time to time shall be carried out by the said State to the satisfaction of the said Company.

5. Traffic *in wagon loads only* shall be carried over the said siding and will be loaded and unloaded by the owners. Except as provided for in the 2nd paragraph of this clause, a charge of Rs. 5 per 4-wheeled wagon shall be made and this charge shall be added to the Railway freight charges to and from Cambay station on all local and through Invoices and credited to the said State.

In booking between the Cambay Bunder Siding and stations on the said Company's System (other than Cambay Bunder and Cambay) and *via* such stations as said Company shall exempt the following commodities and such other traffic as may be agreed to from time to time by the said Company and the said State from the special charge above referred to and charge the same at the ordinary tariff rates based on the actual distance of 1½ miles over the said siding :—

Coal, Timber, wrought and unwrought, Stone (including road metal), Cement. Cocoanuts, Cotton and Cotton seed to and from Kathiawar ports.

6. The earnings of the said siding shall be kept separately from those of the Tarapur-Cambay Railway as they shall not be included in those of the Tarapu-Cambay Railway for purposes of calculating the share of working expenses due by that Railway.

7. For working the traffic of the said siding the said State shall pay to the said Company as follows :—

(a) The actual cost of the staff employed over the said siding together with the cost of stores, stationery, etc. together with the usual supervision charges.

(b) The cost of any damage to the said Company's Rolling Stock and the traffic therein which may have been caused through the defective state of the said siding.

(c) For use of the said Company's stock including haulage over the said siding, 40% of the charges recovered from the Public under paragraph 5 of this Agreement. No charge will be made for haulage of empties over the said siding.

8. All communications between the said State and the said Company under this Agreement shall pass through *the Political* Agent, Kaira.

9. The said Company shall be subject in all respects with reference to the said siding to the same control by the Bombay Government as they are with regard to their own line.

10. The whole of the engines, wagons, sheets, and other appliances for the equipment of trains and vehicles, shall be provided by the said Company.

11. The said Company shall be responsible for the collection of all the Revenue appertaining to the said siding including such rents as may be charged under the said Company's rules to any of their servants or the servants of the said State

occupying the dwelling houses on the property of the said State and shall pay the same into the treasury in the same manner as their own earnings.

12. The said Company shall furnish the said State through the Political Agent at the close of each half-year with a full account both of receipts and expenditure under detailed heads to be settled between the said State and the said Company.

13. The accounts as between the said Company and the said State shall be finally adjusted at the close of each year as soon as possible after the Revenue Account is rendered and the balance in favour of or against the said State shall then be paid over to it or by it as the case may be.

14. All money transactions under this Agreement as between the said State and the said Company shall be in British Government rupees and the said Company are to accept the British currency only in payment of freight and other charges.

15. Any question or dispute which may arise in carrying out these arrangements shall be settled by Arbitration in a manner to be arranged between the said State and the Said Company.

16. The Indian Railway's Act and the Standing Regulations of the said Company as applicable to the B. B. & C. I. Railway as approved by the Governor-General in Council under the Indian Railways Act which have been accepted by the said State shall apply to the said siding. The above Act and the Standing Regulations shall within Railway limits on the said siding constitute the Law in force under which offences and actions affecting the said Company or their servants shall be tried.

17. This Agreement may be determined by either party giving to the other 12 calendar months' notice in writing in that behalf terminating at any time and upon the expiration of such notice this Agreement shall cease and determine.

18. This Agreement shall be subject to confirmation by the Government of India and the Board of Directors of the said Company.

In witness whereof Reginald Woollcombe the Agent of and on behalf of the said Company and K. R. Bomanji, Dewan on behalf of the said State have hereunto set their respective hands the day and year first above written.

Signed by the said Reginald Woollcombe, the Agent of the Bombay Baroda and Central India Railway Company in the presence of George H. B. Radcliffe, Acting Secretary to the Agent, B. B. & C. I. Railway, Bombay.	R. WOOLLCOMBE.
Signed by the said K. R. Bomanji, Dewan in the presence of S. I. Pandit for Personal Assistant to the Dewan, Cambay State.	K. R. BOMANJI.

No. XV.

AGREEMENT for the ADMINISTRATION of the ABKARI REVENUE of the CAMBAY STATE,—1929.

Whereas it is considered desirable to place the administration of the abkari revenue of the Cambay State on the same footing as that of the abkari revenue of the Kaira District adjoining that State, and to prevent injury to the abkari revenue of that district as well as of the State, and whereas it is desirable to place on record articles of mutual agreement V. K. Namjoshi, Esquire, Administrator of the Cambay State, on behalf of the State, hereby agrees to the following articles agreed upon between himself and A. Master, Esquire, I.C.S., Collector and Political Agent, Kaira, on behalf of the British Government, namely :—

ARTICLE I.

During the term of this agreement the spirit of the provisions of the British Abkari Law, Rules and Regulations will be adopted in the Cambay State, subject to such modifications as may be sanctioned by the Political Agent with the approval of the Commissioner of Excise.

ARTICLE II.

During the term of this agreement the rates of taxation and the retailed selling price and the strengths of liquor placed on sale and the standard of measures used and the system of management followed in the Cambay State shall be the same as those sanctioned from time to time in the Kaira District adjoining the Cambay State.

ARTICLE III.

During the term of this agreement the contract distillery and separate shop system now obtaining in the Kaira District shall be adopted in the Cambay State, efficient distillery and preventive establishments being maintained in the State for the prevention of illicit distillation and smuggling.

ARTICLE IV.

During the term of this agreement the Administrator shall furnish promptly to the Political Agent all information and accounts relating to the manufacture and sale of liquor and system of management followed that may, from time to time, be called for by the Political Agent, and shall give facilities for the inspection of his distilleries and shops and arrangements by an officer not below th rank of Excise Inspector, who may be especially deputed for the purpose by the Political Agent and who shall report thereupon to the Political Agent.

Article V.

During the term of this agreement as a general principle no shops for the sale of liquor will be allowed at places within three miles' distance from the frontier either in British or Cambay territory. In special cases exception to this rule may be made with the mutual consent of the Political Agent and the Administrator.

Article VI.

During the term of this agreement information respecting arrests made and cases tried by officials of the State for offences committed by subjects of the British Government against the Abkari Law of the State shall be promptly communicated to the Political Agents and in like manner information of arrests made and cases tried by British officials for offences committed by subjects of the State against the British Abkari Law shall be promptly communicated to the Administrator.

Article VII.

During the term of this agreement the tax on the tapping of toddy trees shall be the same as in the Kaira District and the arrangements for the sale and transport of fermented and unfermented toddy shall be similar.

Article VIII.

At the conclusion of one year this agreement shall be terminable or renewable with the mutual consent of both parties.

Article IX.

During the term of this agreement the State will carry out all the stipulations of this agreement throughout its territories in alienated as well as in khalsa villages.

Article X.

The Administrator engages on behalf of the State to conduct the abkari administration of his State in accordance with the principles laid down in the foregoing articles, *viz.*, to maintain the same Abkari Law and Rules as may be in force in the Kaira District, to impose rates of taxation on liquor equal to those in force in the Kaira District, so to manage his abkari administration that injury shall not be caused by it to the abkari revenue of the British Government and to make his arrangement in consultation with the Political Agent with this view.

Provided always that this article does not bind the State to any arrangements injurious to the legitimate interests of the State revenue, and that the abkari administration of the Kaira District shall be so managed as not to cause any injury to the legitimate abkari revenue of the Cambay State.

ARTICLE XI.

This agreement will come into force from the 1st of April Nineteen hundred and twenty-nine.

Witnesses :—

NANDRAI N. RAVAL,
Assistant Administrator.

V. K. NAMJOSHI,
Administrator, Cambay State.

H. C. SHAH,
Head Clerk to the Administrator.

Witnesses :—

ILLEGIBLE,
Head Clerk to the Collector, Kaira.

A. MASTER,
Collector and Political Agent Kaira.

H. B. PATEL,
Clerk to the Collector, Kaira..

II.—SURAT AGENCY.

1. Sachin.

When in 1791 Balu Mian, Sidi of Janjira, resigned to the Peshwa his claims to Janjira (*see* Kolaba Agency No. III) he received (No. I) lands near Surat yielding Rs. 75,000, and bound himself to keep faithfully the agreement then made with the Peshwa, and not to disturb the districts of the British Government. The State of Sachin consists of the districts then made over to him. On application to the Emperor of Delhi and the payment of a large nazar, he received the title of Nawab. Balu Mian died in 1802, and was succeeded by his son, Ibrahim Muhammad Yakut Khan.

In 1816 an agreement was made by the Agent at Surat with the Nawab to allow British courts to take cognisance of crimes committed within his State. But, as the concessions made were not deemed sufficient, the engagement was not ratified.

Ibrahim Muhammad's extravagance involved the State deeply in debt, and in 1829 he made over (No. II) his State to the management of the British Government till his debts should be liquidated, receiving for his support a sum of Rs. 22,000 a year. He died in 1853, and was succeeded by his son, Abdul Karim Khan, to whom the State was restored in 1864.

In 1862 the Ruler of Sachin received an Adoption Sanad (*see* Kaira Agency No. V).

Abdul Karim Khan died in 1868 and was succeeded by his eldest son, Ibrahim Muhammad Yakut Khan, who died in 1873, and was succeeded by his son, Abdul Kadar Khan. During his minority the State was under the management of the Agent to the Governor.

In 1878 the Ruler of Sachin was granted a permanent salute of 9 guns.

In July 1886, when Abdul Kadar Khan attained his minority, he and an Indian gentleman of position were associated in the administration. During the next six months Abdul Kadar proved himself totally unfit for his position, and in January 1887 he abdicated in favour of his infant son Sidi Ibrahim Muhammad Yakut Khan, during whose minority the State was placed under British administration.

In 1888 the State agreed to abolish all transit duties.

The ex-Nawab Abdul Kadar died in 1896.

In 1897 the opium administration of the State was assimilated to that of the Surat district.

In 1904 the arrangements for prohibiting the cultivation of hemp in Indian States, and for assimilating the system of taxation and control of hemp drugs to the British system, were accepted by the State and put into effect.

Nawab Sidi Ibrahim Muhammad Yakut Khan died on the 19th November 1930 and was succeeded by his son the present Nawab Muhammad Haidar Khan, born on the 11th September 1909.

The liquor revenue of the State was leased to the British Government for six years in 1909, and the lease has since been periodically renewed. The existing Agreement (No. XVI) was concluded in 1927.

The area of Sachin is 49 square miles; the population, according to the Census of 1921, is 19,977; and the gross revenue amounts to Rs. 4,02,661. The State pays no tribute.

Under the reorganisation scheme of January 1921 the authorised strength of the Sachin State Forces consists (December 1926) of:—

Sachin Body Guard	18
Sachin Infantry	80

The State also possesses 1 Artillery man, 8 Armed Police and 2 serviceable and 2 unserviceable guns.

The Nawab enjoys plenary jurisdiction, that is power to try for capital offences, without permission from the Political Agent, all persons in his territories except Europeans, including European British subjects, Americans, Government servants and other British subjects.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

2. Bansda.

The Raja of Bansda is a Solanki Rajput. The Mahrattas exacted from Bansda a chauth of Rs. 7,000, which was transferred to the British Government under the Treaty of Bassein.* A tribute of Rs. 7,351-8-0 is now taken. Hamir Singh succeeded by adoption in 1829 on payment of a relief of Rs. 30,000. In consequence of irregularities committed during his minority the State was taken under British management, but it was restored in 1852.

In 1858 an arrangement was entered into with the Raja whereby he agreed (No. III) to pay annually a sum of Rs. 1,500 as chauth in consideration of the British Government foregoing its share in transit duties. He also bound himself to limit his demands on account of customs and transit duties to certain rates sanctioned by the British Government, making his own arrangements for their collection.

* See The Peshwa, Vol. VII.

Hamir Singh died in 1861, and was succeeded by a near collateral relative, Gulab Singh.

In 1862 the Ruler of Bansda received a Sanad of Adoption (No. IV).

In 1873 the Raja executed an Agreement (No. VI) to abolish transit duties in his State in consideration of receiving from the British Government Rs. 8,698 per annum, being the average income for the two preceding years. This sum is deducted from the Rs. 1,500 chauth and Rs. 7,351-8-0 tribute due from the Raja, leaving a balance payable by him of Rs. 153-8-0.

Gulab Singh died in 1876, and was succeeded by his son, Pratap Singh.

In 1878 the Ruler of Bansda was granted a permanent salute of 9 guns.

In 1894 the Raja entered into an Agreement (No. VIII) for the exchange of his village of Bibabari in the Dangs for certain lands in the Surat district.

In 1897 the Raja executed an Agreement (No. IX) regarding the manufacture, consumption and sale of opium in his State.

The arrangements for prohibiting the cultivation of hemp in Indian States, and for assimilating the system of taxation and control of hemp drugs to the British system, were accepted by the State and put into effect in 1904.

In 1886 the Raja executed an agreement, renewable by mutual consent after ten years, by which he undertook to assimilate the system of abkari administration in his State to that followed in British territory. It was renewed in 1897 and lapsed in 1907. A fresh Agreement (No. XI) was concluded in 1919.

Pratap Singh died on the 20th September 1911 and was succeeded by his son the present Raja Indrasinhji, born on the 16th February 1880.

In 1912 he ceded (No. X) jurisdiction over lands in the Bansda State required for the Billimora-Kalamba Railway: and in 1922 (No. XIII for its extension to Jaharria.

The area of Bansda is 215 square miles; the population, according to the Census of 1921, is 40,125; and the gross revenue amounts to Rs. 7,62,762.

The State possesses (1926) one serviceable gun and 124 Armed Police.

The Chief enjoys plenary jurisdiction, that is power to try for capital offences, without permission from the Political Agent, all persons in his territories except Europeans, including European British subjects, Americans, Government servants and other British subjects.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

3. DHARAMPUR.

The Ruling Chief of Dharampur is a Sisodiya Rajput. The Mahrattas exacted from Dharampur a chauth of Rs. 9,000 a year, which was ceded to the British Government under the Treaty of Bassein.*

In 1862 the Ruler of Dharampur received a Sanad of Adoption (*see* No. IV).

The British share of transit duties levied at Dharampur was formerly farmed out annually to the highest bidder, and the realisations varied considerably. This arrangement was distasteful to the Raja, and in 1869 he expressed a wish to take the farm permanently into his own hands. At the same time he offered to remit his dues on the whole of the through traffic with Khandesh, provided the British Government did the same, and to make his own arrangements for the collection of an import and export duty only, allowance being made, in fixing his annual payment, for the reduction in his revenue caused by these reforms. These terms were considered reasonable, and the farm was given to the Raja in 1870 on his signing an Agreement (No. V) to make a fixed annual payment of Rs. 9,000; not to increase the taxes in force; and not to levy new ones.

In 1878 the Ruler of Dharampur was granted a permanent salute of 9 guns.

In 1885 the Raja entered into an Engagement (No. VII) regarding the extradition and trial of any of his subjects who might be arrested in British India after having committed an offence in Portuguese India.

In 1886 he executed an agreement in regard to the abkari administration of his State. The agreement has since been periodically renewed: the existing Agreement (No. XIV) was concluded in 1922.

Narandevji died in 1891, and was succeeded by his eldest son, Mohandevji.

In 1897 the Raja executed an Agreement (*see* No. IX) regarding the manufacture, consumption and sale of opium in his State.

The arrangements for prohibiting the cultivation of hemp in Indian States, and for assimilating the system of taxation and control of hemp drugs to the British system, were accepted by the State and put into effect in 1903.

Mohandevji died on the 26th March 1921 and was succeeded by his son the present Raja Vijayadevji, born on the 3rd December 1884.

The area of Dharampur is 704 square miles; the population, according to the Census of 1921, 95,171; and the gross revenue Rs. 12,22,173.

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* *See* The Peshwa, Vol. VII.

The State possesses (1926) 1 Artillery man, 1 serviceable gun and 75 Armed Police.

The Chief enjoys plenary jurisdiction, that is power to try for capital offences, without permission from the Political Agent, all persons in his territories except Europeans, including European British subjects, Americans, Government servants and other British subjects.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

4. The Dangs.

The British first came into contact with the Dangs in 1818, and thereafter had to maintain a military cordon to check the raids of the inhabitants into neighbouring British territory. In 1839 there was an exceptional outbreak; and, after it had been crushed by troops, aided by the Bhil Corps which had been organised out of the Khandesh Bhils, the Court of Directors desired that some steps should be taken to reclaim these wild tribes.

The first set of forest leases was drawn up in 1842; by these the forest rights were leased for 16 years to the British Government for an annual subsidy of Rs. 11,230. In 1862 the lease was renewed and revised, being made terminable only at the wish of Government, the annual rent being Rs. 13,039. In 1889, the Chiefs having agreed to some portion of the forests being classed as reserved, the lease was modified accordingly and the subsidy was raised to Rs. 17,859. In 1902 the Divisional Forest Officer, Surat, was appointed ex-officio Assistant Political Agent for the Dangs, with powers of a First Class Magistrate. In 1911, with the consent of the people, 114 miles were added to the area of reserved forest, and all land not included in the reserved area was classed as protected forest. The total area of the Dangs was thus approximately equally divided into reserved and protected forest. In 1923 the subsidy was increased to Rs. 26,921 as an act of grace.

Cultivation is permitted to a reasonable extent in protected forest, and the land revenue is fixed and collected by the British Government and paid over to the Chiefs. The whole of the administration is in the hands of the British Government, the Chiefs having no part therein.

The area is 653·2 square miles. There are 14 Rajas, Naiks, etc., the most important being the Rajas of Ghadvi, Deherbhavati, Amala and Wasurna, and the Naik of Pimpri.

No treaty agreements have ever been entered into with the Chiefs.

The Naik of Pimpri ceded jurisdiction to the British Government in 1922 and 1928 over his lands in the Dangs required for the extension of the Billimora-Kalamba Railway to Jaharria and thence to Waghai (Nos. XII and XV).

No. 1.

TRANSLATION of an AGREEMENT entered into by MADHO RAO NARRAYEN PUNDIT PURDHAN and SEEDEE ABDOOL KUREEM KHAN, alias BALOO MEAH, in Summut Ahdio Tismaiet o Alf, A.D. 1790-91.

Whereas you were declared as heir to Jinjeera, Kansa and the Mutghur Talooka, in the Concan, and you have voluntarily resigned to government (Peishwa) your claims over these territories through the medium of the British Commissioner, Mr. C. Malet, it has been agreed, *viz.*:—

ARTICLE 1.

That in consideration of your claims now resigned to government on the aforesaid forts, with everything contained therein whatsoever, enam territory in Guzerat, situated on the seashore, is proposed to be given you, yielding a revenue equal to that of the territories dependent on Jinjeera, etc. The value of the territory to be ascertained by the average rate of collections for the last ten years. Of this at present territory to the value of Rupees seventy-five thousand has been given you, the remainder will be given on the aforesaid Talookas being delivered over to government.

ARTICLE 2.

You are to repair and reside in the territory now allotted to you as enam with all your family. You are not to build any large fortress either in the territory now given you, or that may be hereafter given, but only such sufficiently strong to prevent the Grassias from any attacks. You are to conduct yourself properly and peaceably, and raise no disturbances, etc. You are not to unite yourself to those who are hostile either to government or to the English, or to enter into or to make any hostilities.

ARTICLE 3.

Should any land be granted in enam or reward to any hubsee for public service, the amount of its revenue shall not be deducted from that of your enam.

In all these three Articles have been settled, which shall be always regarded by both parties.

Dated Sud Rumzan.

TRANSLATION of an ENGAGEMENT entered into by SEEDEE ABDOOL KUREEM KHAN, usually called BALOO MEAH, with the HONOURABLE COMPANY'S RESIDENT at POONA.

I, Seedee Abdool Kureem Khan, do hereby engage that I will faithfully abide by the agreement into which I have entered with Rao Pundit Purdhan through

the mediation of Mr. Charles Warre Malet, the Honourable Company's Resident at Poona, vested with full powers for that purpose, and that I will in no shape whatever estrange myself from, or act inimically to, the Honourable Company. In testimony of which I have executed this instrument as a permanent proof thereof.

Dated 15th Shaban 1205 Hegira.

No. II.

TRANSLATION of AGREEMENT entered into by IBRAHIM MAHOMED YAKOOT KHAN for the payment of his debts,—1829.

I, Seedee Ibrahim Mahomed Yakoot Khan, Moobarus-oo-Dowlah Nusrut Jung Bahadoor, give this writing to the government of the Honourable English Company Bahadoor, that I have given power to the said government to settle and put an end to all the debts due to the Sahoocars which lie on me. And that after settlement of all claims of the Sahoocars, they may make everything clear and fair, and for this purpose may take and retain possession of all my villages, appropriating three-fourths of the revenue in any mode which may be most advantageous until the liquidation of the aforesaid debt and also most conducive to my interest. And that an arrangement be made for my necessary expenses from the remaining one-fourth of the revenue, and if one-fourth share shall not suffice for my necessary expenses, out of the three-fourths assigned for the liquidation of the Sahoocar's claims, part may be added to the same.

No. III.

AGREEMENT entered into by the RAJA of BANSDA for the FARM of the GOVERNMENT CHOUTH ZUKAT,—1858.

TO THE HON'BLE EAST INDIA COMPANY.

I, Maharaool Humeersingjee Oodeysingjee, Raja of Bansda, write that Government possesses the "Chouth Zukat" in the Bansda territory which used to be collected through the Deputy Commissioner of Customs, Salt and Opium. I expressed a desire in my letter to the Agent, dated 12th January 1856, to take this Chouth Zukat for Rupees one thousand and five hundred (Rupees 1,500) a year, upon which the Agent wrote to Government, and Government acceded to my proposal. Accordingly, the Agent made over to my possession the said Zukat from the 1st May 1857. On this subject I enter into the following agreement with Government :—

1. Copy of Umul Dustoor relative to this "Chouth Zukat" has been sent to me by the Agent with his Shera letter, dated 3rd April 1857, No. 27. I agree to abolish the duties on all the items therein specified, with the exception of the

hoondees. I am, therefore, not to levy the same on the ryots. I am to collect only the hoondees on the villages.

2. Besides the Chouth Zukat above described other transit duties are levied by me in my territory. An Umul Dustoor of these, including the above-said hoondees, was forwarded to the Agent under my signature, with my letter, dated 23rd November 1856. I have been furnished with copy of that Umul Dustoor, authenticated with the Agent's signature. As therein written, the transit duties and the Hoondees will be levied by me. I am not to levy any more duties on anything, nor am I to make any new impositions. It will be optional with Government to institute enquiries and satisfy itself I do not act contrary to this clause, in such way as it may think proper, and to this end I will show my accounts when called on by the Agent.

3. The Chouth Zukat having been relinquished by Government has been made over to my possession as above, and in return for this I am to cause to be paid through the Agent into the Surat Custom House Company's Rupees one thousand five hundred (Rupees 1,500) a year by three instalments. The first instalment of Rupees five hundred (Rupees 500) to be paid in the month of Jeaht (May and June), the second in Kartick (October and November), and the third in Falgoon (February and March); I am to pay these accordingly.

So long as I continue to act in conformity with the above conditions the Huktoo (agreement) come to with Government is to have effect, and the amount is to be received from me every year. In case, however, I do not behave according to these conditions, that is, if I increase the rates of duties specified in the Umul Dustoor, or if I make any new impositions, or if I realize any of the said Chouth Zukat, excepting the hoondees, or if I fail to pay in the amount every year according to the instalments, Government may cancel this agreement, or hold me otherwise pecuniarily responsible by increasing the annual amount payable as above as they may think proper. I execute this agreement through the Agent at Surat with my own free will, and have attached my seal and signature thereto. This writing is to have effect from the 1st May 1857. Dated 16th March 1858.

Additional Clause.

P.S.—The farm of the Chouth Zukat given to me by the Government is to have effect as long as it may please them, and Government are fully authorized to terminate this Agreement at any time it may deem desirable. I will not take any objection on that score.

Dated Sumvut 1914, Vyishakh Vud 5th, Friday.

MAHARAOOL SHREE HUMEERSINGJEE.

True translation.

M. J. SHAW STEWART,

Agent.

No. IV.

ADOPTION SUNNUD granted to the RAJA of BANSDA,—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future rulers of your State of a successor, according to Hindu law and to the customs of your race, will be recognised and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

FORT WILLIAM; CANNING.

The 11th March 1862.

A similar Sanad was granted to Dharampur, Kolhapur and Savantvadi.

No. V.

TRANSLATION of the AGREEMENT executed by the RAJA of DHURMPORE on Chaitur Seed 5th Sumbut 1926 (Wednesday, 6th April 1870) regarding the BRITISH CHOUTH levied in his TERRITORIES,—1870.

With regard to the duties levied in our State by the Customs Department of the British Government under the name of Chouth and annually farmed by public auction, we some time ago pointed out certain inconveniences and expressed a desire that the amount of the Chouth might be fixed. Enquiries ensued resulting in Government Resolution No. 1199, dated 20th March 1869, in consequence of which it has been determined that the transit duties of both the Governments should be remitted and in lieu of the British Government's share in the rest of the customs and dues, we agree to make to the British Government an annual payment of Rupees 9,000 in British currency, which amount we will pay annually through you, the Agent to His Excellency the Governor at Surat, into the Treasury of the British Government, in instalments as written below—

	Rs.
Between the 1st and 8th January	2,000
" " " " " April	3,500
" " 15th and 23rd June	3,500
Rupees	9,000

We will suffer no default to be made in the annual payment of Rupees 9,000 as above. Should any default be made the British Government is at liberty to charge interest or to resume the levies or to otherwise collect the amount.

2. Inasmuch as in consideration of the loss occasioned by the total remission of the transit duties on the part of both Governments, the above-mentioned sum has been fixed at an amount less than the average of (the last) ten years, we will levy no transit duty (that is, duty on goods passing from the Khandeish and Nassick Zillahs and other places to the Surat Zillah and other places and *vice versâ*) either on behalf of the British Government or on our own behalf, on any goods, grain, animals, etc., from any person whatever, nor will we take any due of any kind, nor take anything else instead thereof, nor introduce any new practice.

3. We will levy customs and imposts excepting the transit duties in accordance with the Umul Dustoor of the British Government, which they (the British Government) will provide us with, and in accordance with our present practice. We will levy neither more nor less. If on occasion it become necessary to do so, we will represent the matter to the British Government, and if they accord their sanction we will act accordingly. But if by preserving and conserving any of the forests in our villages after the manner of the Forest Department of the British Government, we allow the wood to become valuable, there is nothing in this paragraph to prevent us from collecting its price when cut in addition to the duty leviable on it under our Umul Dustoor.

4. No customs or other imposts of any kind are now collected or paid on goods, etc., imported from our territories into those of the Portuguese Government and *vice versâ*. This practice is confirmed. In the same manner the ancient practice by which goods, etc., imported into our territories from those of the Baroda State and *vice versâ* are subject to customs duties levied by both the Governments, is confirmed till some other arrangement be made. But we will not levy the share which the British Government have in these levies.

5. If we levy any custom or duty in excess of the Umul Dustoor, you, the Agent, may take cognizance of complaints on the subject. We will render the requisite explanation and produce our accounts if necessary.

6. If any smuggled opium or other article is found passing through our territories, we will keep such opium or other article in deposit and report the matter immediately to the British Government.

7. If anything is done in contravention of this agreement it (the agreement) shall be null and void, and the rights and practice of the British Government which existed prior to it shall be considered to be in force.

8. This agreement shall be considered to have been finally executed when it is sanctioned by the Government of Bombay.

No. VI.

TRANSLATION of an AGREEMENT executed by the RAJAH of BANSDA on Chaitar Vud 12th Samwat 1929 (Thursday, the 24th April 1873), regarding the TRANSIT DUTIES in his territories,—1873.

We agreed in our previous letter, dated Fagun Vud 6th Samwat 1926, to abolish that portion of the transit duty which we levy on our territory and to accept in lieu thereof as compensation from the British Government a sum calculated on the average income for the last ten years, but in consequence of your not again visiting Bansda, the amount to be paid has not been determined.

You have now come to Bansda and on examining all accounts you as well as I consider Queen's Rupees 8,698 equitable as an average amount. We have therefo re decided that the British Government should pay me the above sum from their Treasury and I should accept it. Deducting the above from the Chouth and Tribute which I have to pay every year, there is a balance of Rupees 153-8, one hundred and fifty-three and annas eight, which shall be sent every year by me to the British Treasury.

In consideration of the payment to me by the British Government of the above sum I will abolish the levy of my portion of the above duty; that is to say, with the exception of the Hoondas on villages, and the proceeds of Hulwadas and the pilgrimage of Oonai, as also the value (or price) of the Timber cut in my own jungles, I will not levy Khoonti, Chethi or duty of any description whatever now leviable or permitted by my Umul Dustoor, and will not stop or offer obstacles to any carts in transit. But there is nothing in this agreement to prevent my levying under the name of Khootdan any price for the Timber from my villages which I think proper in lieu of the Khootdan and transit duty combined, which is now levied under the Umul Dustoor on Timber from my villages. As stated above this agreement does not include the Hoondas on villages and the proceeds of Hutwadas and the Oonai pilgrimage, and I shall continue to levy them in accordance with the Umul Dustoor formerly received from Government.

If any complaint is made regarding anything having been done in contravention of this Agreement, you (the Agent) may take cognizance of the complaint. We will render the requisite explanation and produce our accounts if necessary.

If we become aware of any smuggled opium, salt or other dutiable article passing through our territory, we will detain such article and report the matter to the British Government and make over the thing so detained.

This agreement shall take effect from the 1st of Kartak Vud Sumwat 1930 (22nd October 1873 A.D.), and shall be acted on from year to year. The British Government are, however, hereby empowered to cancel this agreement at any time without assigning any reason for it, and in the event of such cancellation the mutual rights and custom between the two Governments are to be considered as again in force just as they are at present.

MAHARAOOL SHREE GOOLABSINGJEE.

No. VII.

AGREEMENT between the AGENT to HIS EXCELLENCY the GOVERNOR of BOMBAY at SURAT acting under the authority of HIS EXCELLENCY the VICEROY and GOVERNOR-GENERAL of INDIA in COUNCIL, on behalf of the BRITISH GOVERNMENT, and NARAN DEVJI RAM DEVJI, RAJA of DHARAMPUR, on behalf of himself, his heirs and successors, regarding the extradition and punishment of subjects of the Raja who have committed offences in PORTUGUESE INDIA,—1885.

ARTICLE 1.

The British Government engages to surrender to the Raja of Dharampur any of his subjects who may be charged with having committed in Portuguese India any of the offences specified in the Schedule hereto annexed and who may be found in British India.

ARTICLE 2.

The surrender above-mentioned will be made in accordance with such procedure as the Governor-General of India in Council may from time to time prescribe.

ARTICLE 3.

The Raja of Dharampur engages to cause the person so surrendered to be tried according to the laws of the Dharampur State for the offence which he may be charged with having committed in Portuguese India, and on conviction will cause him to be suitably punished.

Schedule referred to above in Article 1. *Description of Offences.*	Sections of the Indian Penal Code which apply to such offences.
Murder, culpable homicide not amounting to murder, and causing death by rash or negligent act	299 to 304A
Attempt to commit murder or culpable homicide	307, 308, 511
Voluntarily causing hurt	319 to 333
Or grievous hurt	335 and 338
Rape	375 and 376
Kidnapping, abduction, concealing kidnapped person, slave-dealing, or selling minors for immoral purposes	360 to 373
Immodest assault on a woman	354
Causing miscarriage and abortion	312 to 316
Exposure or abandonment of a child	317
Thefts	378 to 382
Extortions, robberies, dacoities, attempts to commit robbery, and belonging to a gang of thieves	383 to 402
Criminal misappropriations and criminal breaches of trust	403 and 408
Receiving stolen property	410 to 414
Cheating	415 to 420
Lurking house-trespass, house-breaking	443 to 446
Fraudulent bankruptcy and fraudulent disposition of property	206, 208, 421 to 424

Schedule referred to above in Article 1.

Description of Offences—(concluded).	Sections of the Indian Penal Code which apply to such offences.
Dishonest opening of closed receptacle containing property	461 and 462
Being a thug	310 and 311
Belonging to a band of dacoits or robbers	400 and 401
Aggravated cases of wrongful confinement	344 to 348
Mischief by fire or explosive substance	435, 436, and 438
Mischief to a vessel, or after preparation to cause death, hurt or wrongful restraint	437, 439, and 440
Counterfeiting or altering money or uttering counterfeit or altered money, making or possessing instruments for above purposes	230 to 254
Counterfeiting or fraudulently using of Government stamps issued for purposes of revenue	255 to 263
Forgery and using of forged documents and making of seals for fraudulent purposes	463 to 468, 470 to 477
Use of false trade mark or property mark, and frauds connected with such marks	478 to 489
Giving or fabricating false evidence to cause a person to be convicted of an offence, and subornation of the same	194 and 195
Illegal gratification taken by a public servant or to influence a public servant	161 to 165
Causing the evidence of the commission of any offence to disappear	201
False certificate or declaration made by public servant or used by any person as evidence	197 to 200
Escape from lawful custody or accusation or conviction of any crime specified in this Convention	224

Crimes against other Laws.

Piracy by law of nations.
Assaults on board a ship on the high seas with intent to destroy life or to do grievous bodily harm.
Sinking or destroying a vessel at sea or attempting or conspiring to do so.
Revolt or conspiracy to revolt by two or more persons on board a ship on the high seas against the authority of the Master.
Abetment of or attempt to commit any of the foregoing offences.

Dharampur, twenty-seventh day of December one thousand eight hundred and eighty-five.

Witnesses.

(Sig. Illegible.) NARAN DEVJI RAM DEVJI.

Witnesses. W. B. MULOCK,

EDALJI BYRAMSHAW, *Agent to H. E. the Governor,*

NANABHAI MOTIRAMRAM. *Surat.*

Approved and confirmed by His Excellency the Viceroy and Governor-General in Council.

Fort William,
The 31st March 1886.

H. M. DURAND,
Secretary to the Government of India, Foreign Department.

No. VIII.

AGREEMENT between the AGENT to HIS EXCELLENCY the GOVERNOR of BOMBAY at SURAT acting under the authority of HIS EXCELLENCY the VICEROY and GOVERNOR-GENERAL of INDIA in COUNCIL on behalf of the BRITISH GOVERNMENT and MAHA RAUL SHRI PRATAPSINGJI GULABSINGJI, RAJA of BANSDA, on behalf of himself, his heirs, and successors,—1894.

Whereas it is expedient that the Raja of Bansda's village of Bibabari situated in the Dangs should be exchanged for certain lands in the British District of Surat.

The British Government transfers to the Raja of Bansda the lands situated in the village of Donja, Taluka Chikhli, District Surat, as described in Appendix A, and set out in the accompanying map. The Raja and his successors will exercise the same rights, privileges, and prerogatives in these newly acquired lands, as he at present enjoys in his ancestral possessions.

The Raja of Bansda transfers to the British Government wholly, unreservedly, and in perpetuity the village of Bibabari situated in the Dangs.

Boundary pillars shall be erected on the boundaries at the joint expense of the British Government and the Raja of Bansda.

MAHA RAUL SHRI PRATAPSINGJEE GULABSINGJEE,
Raja of Bansda.

Dated at Bansda, 10th May 1894 A.D.

Witnesses :

JHAVERBHAI, N.,
Dewan of Bansda.

KISHNARAO, W.,
1 Naib, Dewan of Bansda.

F. P. LELY,
Agent to His Excellency the Governor of Bombay at Surat.

Witnesses :

J. S. SETHNA,
Head Clerk to the Collector of Surat.

MAHIPUTRAM DAJIBHAI,
Clerk to the Agent.

Approved and confirmed by the Government of India.

By order,

W. J. CUNNINGHAM,

Secretary to the Government of India in the Foreign Department.

SIMLA ;
The 22nd July 1895.

Here follow Appendix A and Map (not reproduced).

No. IX.

AGREEMENT between ROSS ARTHUR LESLIE MOORE, Esquire, I.C.S., AGENT to HIS EXCELLENCY the GOVERNOR at SURAT acting under the authority of HIS EXCELLENCY the GOVERNOR of BOMBAY in COUNCIL on behalf of the BRITISH GOVERNMENT and MAHA RAUL SHRI PRATAPSINGHJEE GULABSINGHJEE, RAJA of BANSDA on behalf of himself, his heirs and successors regarding the manufacture, consumption, and sale of opium in the BANSDA STATE, — 1897.

Whereas in accordance with the existing relations between the British Government and the Bansda State the cultivation of poppy and manufacture of opium are prohibited in the Bansda State and no opium may be consumed in the said Bansda State other than opium on which there has been paid to the British Government the duty at the time payable to the said Government in respect of opium consumed in the Presidency of Bombay and whereas in consideration of the covenant on the part of the Raja of Bansda hereinafter contained the British Government has agreed to relinquish one-fifth of the said duty on all opium that shall be hereafter conveyed into the said Bansda State for consumption therein in accordance with the said covenants.

2. The Raja of Bansda agrees with the British Government with reference to all former agreements on the same subject matter as follows *viz.* :—

(1) That the opium from time to time required for consumption within his territory shall be obtained in one of the three following ways only (namely) :—

(a) by direct importation from Malwa and Rajputana or

(b) by purchase in Bombay or

(c) by purchase at any convenient opium depôt of the British Government and that all opium so procured shall be imported into transported through or exported from British India as the case may require in accordance with the law and rules regarding import transport and export of opium at the time in force in the part of British India into through or from which such import transport or export is necessary.

(2) That he will adopt such measures as shall from time to time appear to the British Government to be necessary for effectually preventing any export and any illicit import of opium across his frontier.

(3) That the sale of opium within his territory shall henceforward be conducted by licensed vendors only or departmentally by State servants.

(4) That opium shall not be supplied to any of the said licensed vendors except on payment of a price which is not less than the price at which at the time being licensed vendors are being supplied in the British District of Surat.

(5) That no licensed vendors in his territory shall at any time be permitted to sell opium at a price which is lower than the lowest price at which licensed vendors are at the time being authorized to sell it in the British District of Surat.

(6) That the system for the vend of opium in his territory shall be henceforward assimilated in its general features to that in force in the British District of Surat.

(7) That he will forthwith introduce and enforce in his territory the regulations published under Government Resolution in the Revenue Department No. 7207 dated 18th September 1895 and will hereafter from time to time adopt and enforce any change in the said regulations or any new regulation similar in effect to any provision of the law or rules regarding opium for the time being in force in British India which the Governor in Council of Bombay shall in the interest of the British opium revenue desire him to adopt and enforce.

(8) That he will furnish every half-year on the 1st February and 1st August to the British Political authorities of Surat in such form as the Governor in Council of Bombay shall after consulting the Commissioner of Opium from time to time prescribe accurate accounts of the opium transactions of his territory.

3. The British Government agrees that so long as the Raja of Bansda duly fulfils the foregoing covenants one-fifth of the duty payable to the British Government on any opium conveyed into the territory of the Raja of Bansda in accordance with the relations between the British Government and his State as recited in the preamble to this Agreement shall be remitted or if duty has already been paid on any such opium as if the same were to be consumed in the Presidency of Bombay then that the one-fifth of the amount of the duty which has been so paid shall be refunded to the Raja of Bansda.

Provided that nothing in this Agreement shall affect the ultimate right of the British Government as paramount authority on occasion arising to allow the rate of duty or the proportion thereof to be remitted or refunded under this clause and that no such alteration shall release the said Raja of Bansda from any of the covenants performable by him under this Agreement.

4. And it is further agreed between the parties hereto that in this Agreement the word "opium" shall have the same meaning as in the Opium Act (I of 1878)

or in any other law regarding opium for the time being in force in the Presidency of Bombay.

Dated at Bansda this 18th day of June 1897.

MAHARAUL SHRI PRATAPSINGHJEE GULABSINGHJEE,
Raja of Bansda.

Witness.

PRANSHANKER D. PATHAK, L.C.E.,
Junior Dewan, Bansda.

HORMASJI BYRAMJI, L.M. & S.,
Chief Medical Officer, Bansda.

R. A. L. MOORE,
Agent to His Excellency the Governor at Surat.

J. S. SETHUN,
Head Clerk.

MAHIPUTRAM DAJIBHAI,
Clerk to the Agent.

Similar Agreements were signed by the following States, on the dates given against each :—

Aundh	15th April 1897.
Daphlapur	2nd April 1896.
Dharampur	27th May 1897.
Jamkhandi	21st May 1896.
Jath	23rd November 1895.
Kurundwad (Junior)	10th November 1895.
" (Senior)	26th May 1896.
Miraj (Junior)	5th May 1896.
" (Senior)	2nd February 1897.
Mudhol	1st December 1895.
Phaltan	6th July 1897.
Ramdurg	12th May 1896.
Sangli	28th September 1895.
Wadi	5th May 1896.

No. X.

DEED executed by the RAJA OF BANSDA ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over lands in the State occupied by the BILLIMORA-KALAMBA RAILWAY,—1912.

I, Maharaval Shri Indrasinghji Pratapsinghji, Raja of Bansda, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Billimora-Sara-Kalamba Railway (including all land occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands, so long as the said railway may exist.

The 19th November 1912.

M. S. INDRASINGHJI, P.,
Rajasaheb, Bansda Stat

No. XI.

AGREEMENT for the ADMINISTRATION of the ABKARI REVENUE of the BANSDA STATE, —1919.

Whereas it being considered desirable to place the administration of the Abkari revenue of the Bansda State on the same footing as that of the Abkari revenue of the British Collectorates adjoining that State and to prevent injury to the Abkari revenue of the Collectorates as well as the State and whereas it is desirable to place on record the Articles of mutual agreement, Maharaul Shri Indrasinghji Pratapsinhji Raja of Bansda on behalf of himself and his successors hereby agree to the following articles agreed upon between himself and Jehangir Kainosru Navroji Kabraji, Esquire, Political Agent, Surat on behalf of the British Government, namely :—

ARTICLE I.

During the term of this agreement the spirit of the provisions of the British Abkari Law rules and regulations will be adopted in the Bansda State, subject to such modifications as may be sanctioned by the Political Agent, with the approval of the Commissioner of Customs, Salt and Excise, Bombay.

ARTICLE II.

During the term of this agreement the rates of taxation and the retail selling prices and the strengths of liquor placed on sale and the standard of measures used and the system of management followed in the Bansda State shall be assimilated with those sanctioned from time to time in the British Collectorate adjoining the Bansda State. Provided that if the selling prices of liquor be less in the other Native States bordering Bansda, the Raja can lower the selling prices of liquor

in his villages adjoining those borders subject to informing the Political Agent at the time of his action, with a view to the concurrence of the Political Agent on behalf of the Government of Bombay.

ARTICLE III.

During the term of this agreement distilleries will be established in such places only as may be determined upon by the Raja and the Political Agent, and no change in the location of distilleries shall be allowed without the consent of the Political Agent.

ARTICLE IV.

During the term of this agreement the forms of lease and license granted to the Abkari farmers shall be subject to the approval of the Political Agent.

ARTICLE V.

During the term of this agreement the Raja shall furnish promptly to the Political Agent all information and accounts relating to the manufacture and sale of liquor and system of management followed that may from time to time be called for by the Political Agent, and give facilities for the inspection of his distilleries and shops and arrangements by an officer not below the rank of Mamlatdar who may be specially deputed for the purpose by the Political Agent and who shall report thereupon to the Political Agent.

ARTICLE VI.

During the term of this agreement, as a general principle, no shops for the sale of liquor will be allowed at places within the three miles distance from the frontier either in British or Bansda territory. In special cases exception to this rule may be made under the mutual consent of the Political Agent and the Raja.

ARTICLE VII.

During the term of this agreement information respecting arrests made and cases tried by officials of the State, for offences committed by subjects of the British Government against the Abkari Law of the State will be promptly communicated to the Political Agent, and in like manner information of arrests made and cases tried by British officials for offences committed by subjects of the State against the British Abkari Law will be promptly communicated to the Raja.

ARTICLE VIII.

During the term of this agreement nothing in this agreement shall affect the tapping of toddy trees or the taxation or sale of toddy either in the fermented or unfermented state. The distillation of spirit from toddy will not be permitted.

ARTICLE IX.

At the conclusion of ten years this agreement shall be renewable with the mutual consent of both parties.

ARTICLE X.

During the term of this agreement the State will carry out all the stipulations of this agreement throughout its territories in alienated as well as in Khalsa villages.

ARTICLE XI.

The Raja of Bansda engages on behalf of himself, his heirs and successors to conduct the Abkari administration of his State in accordance with the principles laid down in the foregoing articles, *viz.*, to maintain the same Abkari Law and rules as may be in force in the adjoining British Collectorates ; to impose rates of taxation on liquor equivalent to those in force in the adjoining British Collectorates so to manage his Abkari administration that injury shall not be caused by it to the Abkari revenue of the British Government, and to make his arrangement in consultation, when necessary, with the Political Agent, Surat, with this view. Provided always that this article does not bind the Raja of Bansda to any arrangements injurious to the legitimate interests of the State revenue, and the Abkari administration of the adjoining British Collectorates will be so managed as not to cause any injury to the legitimate Abkari revenue of the Bansda State.

Executed at Bansda this 31st day of October one thousand nine hundred and nineteen.

M. S. INDRASINHJI P.,
Raja of Bansda.

Executed at Surat this 11th day of November one thousand nine hundred and nineteen.

J. K. N. KABRAJI,
Political Agent, Surat

No. XII.

DEED executed by the NAIK OF PIMPRI ceding to the BRITISH GOVERNMENT full and exclusive POWER AND JURISDICTION over the lands in the State occupied by the extension of the BILLIMORA-KALAMBA RAILWAY,—1922.

I, Bhagerao Keshavrao, Naik of Pimpri, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the extension of the Billimora-Kalamba Railway to Jherria (including all land occupied for stations, for out-buildings and for other railway purposes) and over all persons and things whatsoever within the said lands, so long as the said railway may exist.

The 19th May 1922. SEAL OF THE NAIK OF PIMPRI.

No. XIII.

DEED executed by the RAJA OF BANSDA ceding to the BRITISH GOVERNMENT full and exclusive POWER AND JURISDICTION over the lands in the State occupied by the extension of the BILLIMORA-KALAMBA RAILWAY,—1922.

I, Maharaul Shri Indrasinhji Pratapsinhji, Raja of Bansda, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the extension of the Billimora-Kala-Amba Railway to Jherria (including all land occupied for stations, for out-buildings and for other railway purposes) and over all persons and things whatsoever within the said lands, so long as the said railway may exist.

Bansda (Camp Bombay). M. S. INDRASINHJI P.,

The 3rd August 1922. *Raja Saheb, Bansda State.*

No. XIV.

AGREEMENT for the ADMINISTRATION of the ABKARI REVENUE of the DHARAMPUR STATE,—1922.

Whereas it being considered desirable to place the administration of the Abkari Revenue of the Dharampur State on the same footing as that of the Abkari Revenue of the British Collectorates adjoining that State and to prevent injury to the Abkari Revenues of the Collectorates as well as the State and whereas it is desirable to place on record the articles of the mutual agreement Maharana Shri Vijayadevji Mohandevji, Raja of Dharampur, on behalf of himself and his successors hereby agree to the following articles agreed upon between himself and Archibald Morven Macmillan, Esquire, I.C.S., Political Agent, Surat, on behalf of the British Government namely :—

ARTICLE I.

During the term of this agreement the law of the Dharampur State for the management of its Abkari Revenue shall be the same as that in force for the time being in the adjoining Collectorates of the Bombay Presidency.

ARTICLE II.

During the term of this agreement the rates of taxation and the retail selling price and strength of liquor placed on sale and the standard of measures used in the border shops of the Dharampur State shall be the same with those sanctioned from time to time in the British Collectorates adjoining the Dharampur State.

(1) Provided that liquor may be sold at such rates as the Raja thinks fit in the following villages:—

1. Kakadkopar, 2. Ozar, 3. Bhanderkach, 4. Varna Andharpada, 5. Jirval, 6. Vardha, 7. Boorla, 8. Hedalbari Khatania, 9. Sukalbari, 10. Boorwad, 11. Meghval, 12. Pedcha, 13. Fatehpur, 14. Madhuban, 15. Raimai, 16. Nagar, 17. Varoli, 18. Karchen, 19. Vadi, 20. Terichikli, 21. Ghadvi, 22. Malungi, 23. Karavli.

It is further agreed that the Raja shall at once issue a notice prohibiting the transport through or export from his territory of any mhowra or any other base for the distillation of liquor to any part of Portuguese India and shall do his utmost to enforce the prohibition. The proviso to paragraph 1 and paragraph 2 shall cease to operate in the event of an understanding being arrived at between the British and Portuguese Governments regarding the sale of liquor in border villages of Damaun.

ARTICLE III.

During the term of his agreement distilleries shall be established at such places only as may be determined upon by the Raja and the Political Agent and no change in the location of distilleries shall be allowed without the consent of the Political Agent.

ARTICLE IV.

During the term of this agreement the forms of lease and license granted to the Abkari farmers will be subject to the approval of the Political Agent.

ARTICLE V.

During the term of this agreement the Raja shall furnish promptly to the Political Agent all information and accounts relating to the manufacture and sale of liquor and system of management followed that may from time to time be called for by the Political Agent and give facilities for the inspection of distilleries and shops and arrangements by any officer not below the rank of Mamlatdar who may be specially deputed for the purpose by the Political Agent and who shall report thereupon to the Political Agent.

ARTICLE VI.

During the term of this agreement as a general principle no shops for the sale of liquor will be allowed at places within three miles distance from the frontier either in British or Dharampur territory. In special cases exceptions to this rule may be made under the mutual consent of the Political Agent and the Raja.

ARTICLE VII.

During the term of this agreement information respecting arrests made and cases tried by officials of the State for offences committed by subjects of the British Government against the Abkari Law of the State shall be promptly communicated to the Political Agent and in like manner information of arrests made

and cases tried by British Officials for offences committed by subjects of the State against the British Abkari Law shall be promptly communicated to the Raja.

ARTICLE VIII.

During the term of this agreement nothing in this agreement shall affect tapping of toddy trees or the taxation or sale of toddy either in the fermented or unfermented state. The distillation of spirits from toddy shall not be permitted.

ARTICLE IX.

At the conclusion of ten years this agreement shall be renewable with the consent of both parties.

ARTICLE X.

During the term of this agreement the State shall carry out all stipulations of this agreement throughout its territories in alienated as well as in Khalsa villages.

ARTICLE XI.

During the term of this agreement should the British Government come to an understanding with the Portuguese Government regarding its Abkari arrangements at any time the Raja shall at once modify his arrangements—for the taxation and disposal of toddy in the 23 villages specified in proviso (1) to Article II in such manner as may be necessary to bring them into accord with the arrangements made by the British and Portuguese Governments.

ARTICLE XII.

The Raja of Dharampur engages on behalf of himself, his heirs and successors to conduct the Abkari administration of his State in accordance with the principles laid down in the foregoing articles namely to maintain the same Abkari law and rules as may be in force in the adjoining British Collectorates to impose rates of taxation on liquor in the State shops on the borders of the British territory equivalent to those in force in the adjoining British Collectorates, so to manage his Abkari administration that injury shall not be caused by it to the Abkari revenue of the British Government and to make his arrangements in consultation when necessary with the Political Agent, Surat, with this view.

(1) Provided always that this article does not bind the Raja of Dharampur to any arrangements injurious to the legitimate interests of the State revenue and the Abkari administration of the adjoining British Collectorates will be so managed as not to cause any injury to the legitimate Abkari revenue of the Dharampur State.

Executed at Dharampur this eleventh day of December one thousand nine hundred and twenty-two.

MAHARANA SHRI VIJAYADEVJI RANA,
Raja of Dharampur.

Executed at Surat this nineteenth day of December one thousand nine hundred and twenty-two.

A. M. MACMILLAN,
Political Agent, Surat.

No. XV.

DEED executed by the NAIK OF PIMPRI ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the State occupied by the extension of the BARODA STATE RAILWAY,—1926.

I, Bhagirao Keshavrao, Naik of Pimpri, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the extension of the G. B. S. Railway to Waghai (including all land occupied for stations, for out-buildings and for other railway purposes) and over all persons and things, whatsoever within the said lands, so long as the said Railway may exist.

No. XVI.

ABKARI AGREEMENT with the SACHIN STATE,—1927.

Articles of agreement leasing the liquor revenue of the Sachin State to the British Government for a term of ten years from the 1st April one thousand nine hundred and twenty-six to the 31st March one thousand nine hundred and thirty-six.

Preamble.—Whereas it is considered desirable to place the administration of the Abkari revenue of the Sachin State on the same footing as the administration of the Abkari revenue of the British Collectorate of Surat adjoining the Sachin State, which has been improved in accordance with the provisions of the Bombay Abkari Act, 1878, especially with a view to prevent injury to the Abkari revenue of either the Surat Collectorate or the Sachin State by illicit manufacture of liquor or by the smuggling of liquor from one territory into the other the following Articles have been agreed on between Major His Highness Nawab Sidi Ibrahim Mohomed Yakut Khan, Mubasarat Dawla Nasrat Jung Bahadur, Nawab of Sachin on behalf of himself, his heirs and successors, on the one part and J. F. B. Hartshorne, Esquire, I.C.S., Political Agent, Surat, for the time being on behalf of the British Government on the other.

ARTICLE I.

His Highness the Nawab of Sachin engages that the management of the liquor revenue of the Sachin State shall be carried on in accordance with the Bombay Abkari Act, 1878, or other law for the time being in force relating to Abkari revenue and the rules and orders thereunder; provided that no modification or amendment of the Bombay Abkari Act, 1878, or such other law or the rules and orders thereunder which might adversely affect the interests of the State shall be applied to the State without the consent of His Highness. The decision of Government as to whether any such modification or amendment is or is not one which might adversely affect the interests of the State shall be final.

ARTICLE II.

In order that the Abkari administration of the Sachin State may be carried on in accordance with the provisions of the Bombay Abkari Act, 1878, or other law for the time being in force relating to Abkari revenue and the rules and orders thereunder, His Highness the Nawab of Sachin engages hereby to assign to the Government of Bombay the management of the liquor revenue of his State for a period of ten years commencing from the 1st April 1926 to the 31st March 1936 and, subject to the provisions of Article VI, to accept in consideration thereof from that Government an annual payment of Rs. 96,000 (ninety-six thousand rupees) payable monthly in twelve equal instalments of Rs. 8,000 (eight thousand rupees) each on the 1st of each month. Accounts of actual liquor receipts to be made up monthly as before and communicated to His Highness the Nawab. Any receipts in excess of the guaranteed amount of Rs. 96,000 (rupees ninety-six thousand) in any year to be paid to His Highness the Nawab within four months from the close of the year; deficit in any year from the stipulated amount of Rs. 96,000 shall be borne by the Government of Bombay.

ARTICLE III.

The management of the liquor revenue of the Sachin State during the term of this lease shall be carried on by (1) the Political Agent, Surat, (2) the Superintendent of Excise, Surat Sub-Division, (3) the Excise Inspector, Surat City and Chorasi, (4) the Excise Sub-Inspector, Sachin, for all shops except those at Wasan and Vedchha, and (5) the Excise Sub-Inspector, Jalalpur, for the shops at Wasan and Vedchha, in accordance with the following rules:—

(a) The rate of duty on liquor sold in the Sachin State shall not be higher than that prescribed for the adjoining Surat Collectorate;

(b) the facilities for the supply of liquor for the use of the subjects of the Sachin State shall be similar to those in the adjoining Surat Collectorate;

(c) the maximum selling price if any fixed for country spirit sold by retail in the Sachin State shall not be higher than that prescribed for the adjoining Surat Collectorate;

(d) there shall be no rationing of shops but 13,500 gallons "London Proof" liquor shall be the maximum fixed for issue for the whole State and liquor shall be supplied to the full extent without in any way restricting the consumption of liquor or without any delay in the supply.

ARTICLE IV.

During the term of this lease the officers mentioned in Article III will consult His Highness the Nawab regarding details of management of liquor revenue such as the number and position of liquor shops and will consider the wishes of His Highness on such points.

ARTICLE V.

His Highness the Nawab may import from the district of Surat toddy which has paid the duty payable thereon to Government in that district without restriction as to quantity.

ARTICLE VI.

The revenue derived from foreign liquor shops shall be remitted annually to the State and shall not be included as part of the receipts for the purposes of payment of the amount of Rs. 96,000 referred to in Article II.

ARTICLE VII.

On his part His Highness the Nawab engages cordially to co-operate in carrying out the provisions of the Abkari law mentioned in Article I and the rules and orders thereunder and to do his best by himself, his heirs and successors and by his subordinate officers to prevent all illicit possession, manufacture, sale, import, export and transport of liquor or of the materials or implements used for its manufacture in accordance with the provisions of the Abkari law and rules as applied to the State under Article I.

ARTICLE VIII.

Offences against the Abkari law or the rules thereunder committed in the Sachin State shall be dealt with by the criminal courts of the State according to their respective powers.

ARTICLE IX.

During the period of this lease an account of the liquor revenue of the Sachin State shall be kept separately from that relating to the Surat Collectorate and the same shall be furnished monthly for the information of His Highness the Nawab, accounts being submitted by the 20th of each month.

ARTICLE X.

Any arrangement made by Government with the Baroda State in Abkari matters shall as far as Sachin shops are concerned cover only liquor. It shall not be prejudicial to the interests of the Sachin State and shall be valid for the term of this lease only.

ARTICLE XI.

Throughout these Articles the word " liquor " shall be deemed to include both " country liquor " and " foreign liquor."

ARTICLE XII.

(i) This lease shall be deemed to have been made and to be binding on both parties with effect from the 1st day of April 1920.

Executed at Dumas this twentieth day of June 1927.

IBRAHIM KHAN,
Nawab of Sachin.

Executed at Surat this twentieth day of June 1927.

J. F. B. HARTSHORNE,
Political Agent, Surat.

III.—THANA AGENCY.

JAWHAR.

There is no accurate account to be obtained of the rise of the Jawhar family; but it is believed that up to the time of the Muhammadan invasion of the Deccan, and a little later, the greater part of the northern Konkan was held by Koli Chiefs. Jayaba Makha was one of the most prominent of these, and had Jawhar for his headquarters. His son, Nimshah, was recognised as Raja of Jawhar by the Emperor of Delhi in or about 1343, and the present Chief is believed to be directly descended from him, and to be almost the last, if not the last, of the Chiefs of the Koli caste. Nimshah's country is said to have contained 22 forts and yielded 9 lakhs of revenue. From the time of Nimshah very little was heard of the Jawhar State for three or four hundred years. The Moghuls never appear to have attempted to exercise any authority over it, and the Portuguese, who held the coast of the northern Konkan during the sixteenth and seventeenth centuries, never interfered in the affairs of the inland districts more than was necessary to prevent aggression on their own. Shivaji and his descendants, in like manner, left this wild country to take care of itself; and it was not until the power of the Peshwas was well established that they interfered. After they had taken the coast of the Northern Konkan from the Portuguese in 1739-40, they began to annex such of the inland districts as seemed of any value, and in this way they gradually took a good part of the possessions of the Raja of Jawhar, whose revenue before this is said to have been about 3¼ lakhs. But in 1782, after constant aggression on the part of the Mahrattas, Raja Patang Shah II was glad to enter into an arrangement with the Peshwa, by which, in return for an annual tribute of Rs. 1,000 and a nasarana on the investiture of every new Raja, he and his family were confirmed in the small remainder of their possessions, yielding a revenue of about Rs. 20,000.

On the death of Patang Shah II in 1798 the Peshwa allowed his eldest son, Vikram Shah III, to succeed, but made him agree to manage his affairs in submission to the Peshwa's Government; to pay a succession fee of Rs. 3,000; and to be subject to the supervision of the Mamlatdar of Trimbak. Vikram Shah III died without heirs in 1821, but shortly after his death a son, named Patang Shah, was born. The succession was disputed by the widows of two brothers of Vikram Shah. To prevent disorder, the Collector of the Northern Konkan was directed to proceed to Jawhar and to make such arrangements as might seem necessary respecting the succession and the administration of the State. Patang Shah III was recognised in 1822 (No. 1) as Raja, and his mother was charged with the administration till he should be personally qualified to undertake it. The nasarana due to the British Government was

remitted as an act of grace, without affecting the right of Government to claim it on any future occasion.

Patang Shah III died in 1865 and was succeeded by his adopted son Narayan Rao (Vikram Shah IV), who died a month later. The adoption by his widow of Malhar Rao (Patang Shah IV) was sanctioned, and a nazarana of Rs. 20,000 was paid to the British Government. During his minority Narayan Rao's mother was appointed Regent and the administration of the State was carried on by a Karbari, under the supervision of the Collector and Political Agent, Thana. The Regent died in 1875, and the direct management of the State was then assumed by the Political Agent. Patang Shah was entrusted with full administrative powers in 1877.

In 1880 he entered into an abkari Agreement (No. II) by which, among other conditions, he undertook that his entire abkari revenue should be farmed to the Bombay Government for a term of five years, in consideration of an annual payment of Rs. 32,000 for all abkari rights in the Jawhar State. The Agreement was periodically renewed, the present Agreement (*see* Southern Mahratta Country Agency No. XX) having been concluded for a period of ten years from the 1st August 1924 in consideration of a provisional amount of compensation of Rs. 68,000 per annum, subject to adjustment by a lump sum payment in accordance with the actual revenue realised at the end of the third, sixth and tenth years, on the understanding that there would be no such adjustment if the actual revenues realised fell short of the aggregate provisional compensation up to date, and that the aggregate compensation paid for the ten years of the lease should not be less than ten times the provisional annual compensation fixed at the beginning of the lease.

In 1881 an Agreement (No. III) was entered into between the Jawhar State and the British Government, by which both parties agreed to abstain from levying any kind of transit duty or toll on the road from Talavli to Dahanu Station, provided that the British Government constructed the road and kept it in good repair.

In 1888 an Agreement (No. IV) was entered into between the Jawhar State and the British Government regarding the extradition and punishment of subjects of the Jawhar State, who might be charged with having committed certain offences in Portuguese India.

In 1890 the Ruler of Jawhar received a Sanad of Adoption (No. V).

In 1881 the Raja had entered into an agreement by which he undertook to prohibit the cultivation of the poppy and the illicit importation of opium into his State. A fresh Agreement (No. VI) was made in 1898.

In 1904 the Raja made over the management of the hemp drugs farms of his State to the British Government, and it was subsequently agreed that this arrangement should continue in force up to the end of March 1906. It has been extended from time to time, and at present covers the period ending the 31st March 1935, with an annual payment of Rs. 783 as compensation, subject to subsequent adjustment according to actual realisations.

Patang Shah died in 1905 and was succeeded by his eldest son, Krishna Shah.

In 1912 he entered into an Agreement (No. VII) by which he surrendered his right to manufacture salt in the Jawhar State, on payment of a lump sum of Rs. 15,000.

Krishna Shah died in 1917 without any male heir, and was succeeded by his brother Martandrao *alias* Vikramshah.

In 1921 the Ruler of Jawhar was granted a permanent salute of 9 guns.

Vikramshah died on the 10th December 1927, and was succeeded by his son Yashwantrao *alias* Dada Saheb, born on the 11th December 1917. During his minority the administration is being carried on by an Administrator.

The Raja enjoys plenary jurisdiction, that is power to try for capital offences, without permission from the Political Agent, all persons in his territories except Europeans, including European British subjects, Americans, Government servants and other British subjects.

The Raja pays no tribute to the British Government or to any other State.

The State of Jawhar covers an area of 310 square miles, and yields a gross revenue of about Rs. 6,05,856. The population, according to the Census of 1921, is 49,662, composed chiefly of Kolis and Warlis, Kathkaris, and other low-caste tribes.

The State forces consist (1926) of 34 Armed Police and 1 old-fashioned gun.

Jawhar was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

No. I.

TRANSLATION of a MEMORANDUM of a SETTLEMENT made for the SUWASTHAN JOWAR by SAVILLE MARRIOTT, ESQ., COLLECTOR and MAGISTRATE of the NORTHERN CONCAN, attended by some Officers and a detachment of troops, on behalf of the HONOURABLE the GOVERNOR in COUNCIL of BOMBAY at MOUZA KOORUN, in the JOWAR TERRITORY, on the 16th December 1822.

ARTICLE 1.

Being in camp at Mouza Koorun on the 13th of the present month, a proclamation was issued to the inhabitants, stating that the Honourable Company have confirmed Puttung Shah, Raja of Jowar, on the throne of his ancestors, and that Puttung Shah Raja's mother, Sugoona Bai Ranee, is charged with the due administration of the Suwasthan until the said Puttung Shah shall be personally qualified to undertake it, and that all the inhabitants are enjoined to obey the orders of Sugoona Bai Ranee. This proclamation being publicly notified at the Durbar Cutcherry at my headquarters, the investiture was duly conferred.

ARTICLE 2.

Sugoona Bai Ranee will conduct the affairs of the Jowar government in behalf of the Rajah, but should any violent proceedings be resorted to by any person in the Suwasthan Jowar, including the pergunnah Gunjad, assistance will, if necessary be rendered by the British Government to quell such acts.

ARTICLE 3.

The claims of the different branches of the Jowar family and their connexions with that State having had mature consideration, as well as the revenues derivable from the Suwasthan Jowar, including Gunjad, it has been determined to allot specific payments from the joint revenue of these districts to the members of that family in the order and proportion as follows :—

	Rs.
To Luximee Bai and her son Pratap Rao, jointly per annum	1,500
Saveetree Bai *alias* Rumma Bai, and her son Tookaram, jointly per annum	500
Dhondee per annum	200
Dhewba Rao Mooknay Rajkoovur per annum	200
Rupees	2,400

making together rupees two thousand four hundred, and Sugoona Bai should personally satisfy herself that the full amount, as specified above, is made to each person respectively.

ARTICLE 4.

The revenues of the Suwasthan Jowar being small, and the dissensions in the family having caused the full expenditure of it in maintaining troops, etc., having

had its full weight of consideration it will be recommended to the Honourable the Governor in Council of Bombay in this instance to waive the British Government's right of demanding and receiving a nuzzur in the present investiture of Puttung Shah Rajah to the guddee of his ancestors, but the power of remitting it rests with that authority.

ARTICLE 5.

Independent of the differences that existed in regard to the Pergunah Gunjad, there are some petty quarrels in the family of the Suwasthan, to which Sugoona Bai Ranee should give due attention, and settle them amicably between the several parties. If this is not effected mutually the character of the Suwàsthan will be lowered and my intentions go unfulfilled. The different members should always be friendly together that no disturbance may exist.

ARTICLE 6.

Dhewba Rao Mooknay Rajkoovur should avoid for the future his seditions and other illegal acts of conduct. To effect this object Sugoona Bai Ranee should keep a watchful eye over his acts, and if he resorts to illegal measures in the Suwasthan Jowar, he is to be immediately imprisoned there, or receive such other punishment as the laws of the country direct, or should he come within my jurisdiction the Comavishdar of the district in which he may be to be writ to, who will give every assistance to secure him: to this end separate orders will be addressed to Comavishdars of Soubahs in my jurisdiction. Moreover, the said Dhewba Rao having been, under date the 14th of the present month, allowed an annual sum of rupees two hundred, payable by the Suwasthan, which is considered sufficient for his subsistence, he was verbally directed to discharge the armed men he raised, with the exception of two, which he was allowed to retain, within five days from the above date. Whether or not this order is conformed to by the Mooknay, Sugoona Bai Ranee is to make herself personally satisfied with.

ARTICLE 7.

Sugoona Bai Ranee will personally exert herself to the maintenance of the peace and welfare of the territory under the Suwasthan; will look to the bringing of land into cultivation, as its appearance seems to indicate great fertility.

ARTICLE 8.

For the present a Soubahdar and a party of sepoys are sent to Jowar with the view to preserve the Rajah and the Suwasthan; this party will remain at that station two or three months, or until I am satisfied that Sugoona Bai Ranee can by her own authority and means fully execute the charge which has devolved upon her in behalf of her son Puttung Shah Rajah. The above Soubahdar

Luxmon Manay and his party have been instructed by Captain Wood as to the manner of their conduct; a copy of these instructions I send you separately. By this you will be satisfied of the desire which the British Government feels for the prosperity of yourself and Suwasthan.

S. MARRIOTT,
Collector.

Approved by the Bombay Government on 22nd February 1823.

No. II.

AGREEMENT between the Political Agent of Thana, acting under the authority of HIS EXCELLENCY THE VICEROY AND GOVERNOR-GENERAL in COUNCIL. on behalf of the British Government on the one hand, and PATANGSHA VIKRAMSHA, RAJAH OF JAWHAR, on behalf of himself, his heirs and successors on the other hand, regarding the ABKARI administration of the JAWHAR STATE,—1880.

Whereas the agreement between the above-mentioned parties, under date January 28th, 1880, recited in full below, on the subject of the Abkari administration of the Jawhar State, ceased and determined on March 31st, 1885, it is hereby provided, and the respective parties agree, that it be continued in all particulars as before for a further period of 9⅓ years or from April 1st, 1885, to July 31st, 1894.

Agreement dated 28th January 1880.

The object of this agreement is the improvement of the administration of the Abkari revenue of the Jawhar State on the same principles on which the administration of the Abkari revenue of the Thana Collectorate adjoining the Jawhar State has recently been improved in accordance with the provisions of the Bombay Abkari Act of 1878, and especially with a view to prevent injury to the Abkari revenue of either the Collectorate or the Jawhar State by illicit manufacture of liquor or by the smuggling of liquor from one territory into the other. With this object it is agreed as follows:

1. The Raja of Jawhar engages that the law of his territory as regards Abkari shall be Bombay Abkari Act of 1878, or any law which may hereafter be substituted for that Act in the Bombay Presidency.

2. In order that the new system of Abkari administration in Jawhar may be effectually organized on the principles of the Bombay Abkari Act, the Raja engages hereby to farm his entire Abkari revenue to the Bombay Government for a term of five years, from 1st April 1880 to 31st March 1885, in consideration of an annual payment of Rs. 32,000 for all Abkari rights in the Jawhar State. This sum to be

paid in equal moieties half-yearly from the Thana Treasury on 10th September and 10th March of each year.

3. During the term of the farm the administration of the Abkari revenue of Jawhar will be conducted by the Political Agent on the following principles:

(a) The rates of taxation of liquor in the Jawhar State and in the Collectorate to be equivalent.

(b) Reasonable facilities for obtaining a supply of liquor for consumption to be afforded to the people of the Jawhar State as to the people of the Collectorate.

(c) The retail selling price of liquor to be the same in the Jawhar State and in the Collectorate so as to remove any inducement to the people of one territory to consume liquor sold in the other territory on account of its being cheaper.

Note.—Under the last stipulation it will not be necessary to forbid sale of liquor in Jawhar shops to British rayats or *vice versâ.*

4. But during the term of the farm the Political Agent will consult the Raja regarding details of Abkari administration, such as the number and position of liquor shops, the persons to receive retail licenses, and the like, and will consider the wishes of the Raja on such points.

5. It is understood that the farm conveys to the Government of Bombay no right of ownership in palm and other toddy-producing trees, or in the land on which they stand.

6. On his part the Raja engages cordially to co-operate in carrying out the provisions of the Abkari law and rules, and to do his best by himself and his officer to prevent all illicit possession, manufacture, sale, transport, etc., of liquor or of the materials or implements used for its manufacture in accordance with the provisions of the Act and of any rules which may be made under it.

7. It is understood that all offences against the Abkari law will be cognizable under section 51 of the Abkari Act by the Jawhar Criminal Courts in the same manner as other offences are cognizable.

8. During the term of the farm the Abkari accounts of the Jawhar State will be kept separately from those of the Thana Collectorate, and an annual account given to the Raja for his information.

9. At the conclusion of the five years' farm the management of the Abkari revenue of the State will revert to the Raja.

10. He engages thereafter to conduct his administration of it in accordance with the principles laid down in the preamble of this agreement, namely,—

To maintain the same Abkari law and rules as may be in force in the Thana Collectorate:

To impose rates of taxation on liquor equivalent to those in force in the Collectorate:

So to manage his revenue as that injury shall not be caused by it to the Abkari revenue of the Collectorate and to make his arrangements in consultation, when necessary, with the Political Agent with this view or to again sell the farm of the State Abkari to the British Government for whatever may, at the expiration of five years, appear a fair and reasonable price to both Governments.

Provided always that this article does not bind the Raja to any arrangements injurious to the legitimate interests of his State or revenue, and that it is understood that the Abkari revenue of the Collectorate will in like manner be so managed as not to cause injury to the legitimate Abkari revenue of the Raja.

11. This agreement, if approved by the Government of Bombay, to come into force from 1st April 1880.

G. VIDAL,
Collector and Political Agent, Thana.

PATANGSHA,
Raja of Jawhar
24-5-1888.

R. M. JOG,
Secretary.

Witness,

WASUDEO MAHADEO,
Head Clerk to the Collector of Thana.

Approved and confirmed by His Excellency the Viceroy and Governor-General in Council.

SIMLA,
The 27th July 1888.

H. M. DURAND,
Secretary to the Government of India,
Foreign Department.

No. III.

AGREEMENT regarding the JAWHAR and DAHANU STATION ROAD,—1881.

1. The road from Jawhar to the boundary of the State between Talowli and Saweh villages to be constructed and repaired by the Jawhar State.

2. Westward of the boundary between Talowli and Saweh the road up to the Dahanu Railway station to be constructed by the British Government and to be repaired by it, the State providing the land for that portion of the road passing through it.

3. The road to be constructed by the British Government, to be either a cleared, moorumed or metalled road, as the Executive Engineer, Thana, may suggest.

4. The British Government guarantee not to levy tolls, duty, or fee whatever on any of the carts, animals, goods or traffic on that portion of the road constructed and repaired by it, *i.e.*, between Talowli and Dahanu station.

5. The Jawhar State on the other hand guarantees that it will levy no toll, duty, or fee whatever on any of the carts, animals, goods or traffic on the roads westward of its Talowli boundary, and up to Dahanu station.

JAWHAR, P. V.

The 30th April 1881. *Raja,*

W. B. M.

Political Agent.

No. IV.

AGREEMENT between the COLLECTOR and POLITICAL AGENT, THANA, acting under the authority of HIS EXCELLENCY THE VICEROY AND GOVERNOR-GENERAL of INDIA IN COUNCIL, on behalf of the British Government on the one hand, and PATANGSHA VIKRAMSHA MUKHIM, RAJA of JAWHAR, on behalf of himself, his heirs and successors, on the other hand, regarding the extradition and punishment of subjects of the Raja who have committed offences in PORTUGUESE INDIA,—1888.

ARTICLE 1.

The British Government engages to surrender to the Raja of Jawhar any of his subjects who may be charged with having committed in Portuguese India any offences specified in the schedule hereto annexed, and who may be found in British India.

ARTICLE 2.

The surrender above-mentioned will be made in accordance with such procedure as the Governor-General of India in Council may from time to time prescribe.

ARTICLE 3.

The Raja of Jawhar engages to cause the person so surrendered to be tried according to the laws of the Jawhar State, for the offence which he may be charged with having committed in Portuguese India, and on conviction will cause him to be suitably punished.

Schedule referred to above in Article 1.

Description of Offence.	Sections of the Indian Penal Code which apply to such offences.
Murder, culpable homicide not amounting to murder, and causing death by rash or negligent act	299 to 304A
Attempt to commit murder or culpable homicide	307, 308, 511
Voluntarily causing hurt	319 to 333
Or grievous hurt	335 and 338
Rape	375 and 376
Kidnapping, abduction, concealing kidnapped person, slave-dealing or selling minors for immoral purposes	360 to 373
Immodest assault on a woman	354
Causing miscarriage and abortion	312 to 316
Exposure or abandonment of a child	317
Thefts	378 to 382
Extortions, robberies, dacoities, attempts to commit robbery and belonging to a gang of thieves	383 to 402
Criminal misappropriations and criminal breaches of trust	403 to 409
Receiving stolen property	410 to 414
Cheating	415 to 420
Lurking house-trespass, house-breaking	443 to 446
Fraudulent bankruptcy and fraudulent disposition of property	206, 208, 421 to 424
Dishonest opening of closed receptacle containing property	461 and 462
Being a thug	310, 311
Belonging to a band of dacoits or robbers	400 and 401
Aggravated cases of wrongful confinement	344 to 348
Mischief by fire or explosive substance	435, 436 & 438
Mischief to a vessel or after preparation to cause death, hurt or wrongful restraint	437, 439, 440
Counterfeiting or altering money or uttering counterfeit or altered money, making or possessing instruments for above purposes	230 to 254
Counterfeiting or fraudulently using Government stamps issued for purposes of revenue	255 to 263
Forgery and using of forged documents and making of seals for fraudulent purposes	463 to 468, 470 to 477
Use of false trade mark or property mark, and frauds connected with such marks	478 to 489
Giving or fabricating false evidence to cause a person to be convicted of an offence and subornation of the same	194 and 195
Illegal gratification taken by a public servant or to influence a public servant	161 to 165
Causing the evidence of the commission of any offence to disappear	201
False certificate or declaration made by public servant, or used by any person as evidence	197 to 200
Escape from lawful custody on accusation or conviction of any crime specified in this Schedule	224

Crimes against other laws.

Piracy by law of nations.
Assaults on board a ship on the high seas with intent to destroy life or to do grievous bodily harm.
Sinking or destroying a vessel at sea or attempting or conspiring to do so.
Revolt or conspiracy to revolt by two or more persons on board a ship on the high seas against the authority of the Master.
Abetment of or attempt to commit any of the foregoing offences.

Dated at Jawhar this the fourth day of June one thousand eight hundred and eighty-eight.

Witness,
SHIVRAM NILKANT,
Karbhari.

PATANGSHA,
Raja of Jawhar.

Witness,
WASUDEV MAHADEV,
Head Clerk to the Collector and Political Agent, Thana.

G. VIDAL,
Collector and Political Agent, Thana.

Approved and confirmed by His Excellency the Viceroy and Governor-General in Council.

SIMLA,
The 20th August 1888.

H. M. DURAND,
Secretary to the Government of India, Foreign Department.

No. V.

ADOPTION SANAD granted to PATANGSHA VIKRAMSHA MUKHIN, RAJA of JAWHAR, —1890.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future rulers of your State of a successor according to Hindu law and to the customs of your race will be recognised and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagements which record its obligations to the British Government.

SIMLA,
The 23rd June 1890.

LANSDOWNE,
Viceroy and Governor-General of India.

No. VI.

AGREEMENT between the POLITICAL AGENT, THANA, acting under the authority of HIS EXCELLENCY THE GOVERNOR OF BOMBAY IN COUNCIL, on behalf of the British Government, and RAJA PATANGSHA VIKRAMSHA OF JAWHAR on behalf of himself, his heirs and successors, regarding the manufacture, consumption and sale of OPIUM in the JAWHAR STATE,—1898.

Whereas in accordance with the existing relations between the British Government and the Raja of Jawhar, the cultivation of poppy and the manufacture of

opium are prohibited in the Jawhar State and no opium may be consumed in the said Jawhar State other than opium on which there has been paid to the British Government the duty at the time payable to the said Government in respect of opium consumed in the Presidency of Bombay; and whereas in consideration of the covenants on the part of the Raja of Jawhar hereinafter contained, the British Government has agreed to relinquish 20 per cent. or one-fifth of the said duty on all opium that shall be hereafter conveyed into the said Jawhar State for consumption therein in accordance with the said covenants.

2. Raja Patangsha Vikramsha of Jawhar agrees with the British Government with reference to all former agreements on the same subject-matter a follows, *viz.*:—

(1) That the opium from time to time required for consumption within his territory shall be obtained in one of the three following ways only, namely:—

(*a*) by direct importation from Malwa and Rajputana; or

(*b*) by purchase in Bombay; or

(*c*) by purchase at any convenient opium depôt of the British Government;

and that all opium so procured shall be imported into, transported through or exported from British India, as the case may require, in accordance with the law and rules regarding import, transport and export of opium at the time in force in the part of British India into, through, or from which such import, transport or export is necessary;

(2) That he will adopt such measures as shall from time to time appear to the British Government to be necessary for effectually preventing any export and any illicit import of opium across his frontier;

(3) That the sale of opium within his territory shall henceforward be conducted by licensed vendors only or departmentally by State servants;

(4) That opium shall not be supplied to any of the said licensed vendors except on payment of a price, which is not less than the price at which, at the time being, licensed vendors are being supplied in the British district of Nasik;

(5) That no licensed vendors in his territory shall at any time be permitted to sell opium at a price which is lower than the lowest price at which licensed vendors are at the time being authorized to sell it in the British district of Nasik;

(6) That the system for the vend of opium in his territory shall be henceforward assimilated in its general features to that in force in the British district of Nasik;

(7) That he will forthwith introduce and enforce in his territory the regulations published under Government Resolution in the Revenue Department, No. 7207, dated 18th September 1895, and will hereafter from time to time adopt and enforce any change in the said regulations or any new regulations similar in effect to any provision of the law or rules regarding opium for the time being in force in British India, which the Governor in Council of Bombay shall, in the interests of the British opium revenue, desire him to adopt and enforce;

(8) That he will furnish every half-year on the 1st February and 1st August to the British Political authorities of Thana and Nasik in such form as the Governor in Council of Bombay shall after consulting the Commissioner of Customs, Salt, Opium and Abkari from time to time prescribe, accurate accounts of the opium transactions of his territory.

3. The British Government agrees that so long as the Raja of Jawhar duly fulfils the foregoing covenants 20 per cent. or one-fifth of the duty payable to the British Government on any opium conveyed into the territory of Jawhar in accordance with the relations between the British Government and him as recited in the preamble to this agreement, shall be remitted, or if duty has already been paid on any such opium as if the same were to be consumed in the Presidency of Bombay, then that the 20 per cent. or one-fifth of the amount of the duty which has been so paid shall be refunded to the Raja of Jawhar.

Provided that nothing in this agreement shall affect the ultimate right of the British Government as paramount authority on occasion arising, to alter the rate of duty or the proportion thereof to be remitted or refunded under this clause, and that no such alteration shall release the said Raja of Jawhar from any of the covenants performable by him under this agreement.

4. And it is further agreed between the parties hereto that in this agreement the word "opium" shall have the same meaning as in the Opium Act (I of 1878) or in any other law regarding opium for the time being in force in the Presidency of Bombay.

Dated at Jawhar, this 5th day of January 1898.

PATANGSHA,
Raja of Jawhar.
R. P. BARROW, *Collector and Political Agent, Thana.*

No. VII.

JAWHAR SALT AGREEMENT,—1912.

Agreement between the Political Agent of Thana acting under the authority of His Excellency the Governor of Bombay on behalf of the British Government

on the one hand and Krishnashah, Raja of Jawhar on behalf of himself, his heirs and successors on the other hand, regarding the surrender on receipt of compensation of the Raja's rights to manufacture salt in the Jawhar State.

Whereas it has been found expedient to prohibit the re-opening of the salt pans belonging to the Jawhar State situated in the village of Pala near Dahanu in the territory of Jawhar and whereas the Raja has agreed to hand over to the British Government on payment of compensation all the rights of the State to manufacture salt in Jawhar territory, it is hereby agreed as follows :—

1. The Raja engages that the law of his territory as regards salt shall be Bombay Salt Act, II of 1890, or any law which may hereafter be substituted for that Act in the Bombay Presidency.

2. The Raja abandons all rights to manufacture salt in his territory.

3. The Raja, having since the year 1868 closed the State salt pans and discontinued the manufacture of salt, undertakes henceforward to keep the said salt pans closed to the manufacture of salt and suppress the manufacture of salt in his territory.

4. The Raja also undertakes to prohibit and take every reasonable care to prevent the clandestine manufacture of salt and collection of natural salt throughout his territory and also to prohibit and take every reasonable care to prevent the importation into, and exportation from, his territory of any salt other than British duty-paid salt.

5. In consideration of the extinction of the Raja's rights of manufacture of salt in his State and of the discharge of the foregoing obligations and undertakings by the Raja, the British Government agrees to pay to the Raja a lump sum of Rs. 15,000 as compensation such sum to be payable immediately on the conclusion of this agreement.

6. The Raja undertakes to make no claim on account of past years.

This agreement shall take effect from the 24th February 1912.

KRISHNA,
Raja.

Witnesses :

A. B. DESAI.
J. P. RAJE.

J. A. G. WALES,
Political Agent, Thana.

IV.—KOLABA AGENCY.

Janjira.

It is not known at what time the Abyssinians established themselves on the western coast of India; but at a very early date the Sidis were admirals of the Muhammadan fleet, and held jagirs from the kings of Bijapur. The great maritime depôt was Danda Rajpuri, in the middle of which stands the island of Janjira. At the time of Shivaji's rise the principal Abyssinian was Wazir Fateh Khan, one of Shivaji's most formidable enemies, against whose fort of Janjira the Mahrattas erected batteries for many successive years. Seduced by the promises and threats of Shivaji, Fateh Khan was on the point of joining the Mahratta cause when he was seized and put in confinement by three of his subordinate officers, one of whom, Sidi Sambal, assumed command and put the Bijapur fleet and the jagir under the authority of the Emperor of Delhi.

In 1678 Sidi Sambal, who had received the title of Yakut Khan from Aurangzeb, was superseded in the command by Sidi Kasim Yakut Khan, who held the fort against all the efforts of the Mahrattas, and made frequent inroads into their districts, from which he levied contributions. Sidi Kasim died in 1707, and was succeeded by Surur Khan, with whom the British Government entered into an offensive and defensive alliance (No. I) in 1733, the main object of which was to put a stop to the piracies committed by the Chiefs of Kolaba and to procure the restoration of territories taken from the Sidis by the Mahrattas. From this time the Sidis were firm allies of the British Government, whose ships were spared in the general piracies which they committed. Sidi Surur died about 1734, leaving several sons, the eldest of whom, Sidi Abdulla, was murdered by his brothers, who usurped the government. Sidi Rahman, one of the brothers, who was absent from Janjira and was not concerned in the conspiracy, threw himself on the support of the Peshwa Baji Rao. The Peshwa besieged Janjira and, although unable to take the place, compelled the usurpers to enter into a treaty giving up seven districts to Sidi Rahman and ceding five of their forts to the Mahrattas. Sidi Rahman was removed from power in 1739, and his brother, Sidi Hasan, was appointed in his place. On Sidi Hasan's death in 1745, the Chiefship of Janjira was for a time usurped by one Saiyid Allana, but was recovered in the following year by the rightful heir, Sidi Ibrahim Khan. In 1762 Sidi Ibrahim was murdered by his slave, Yakut, who usurped the Chiefship to the prejudice of Sidi Ibrahim's brother Sidi Abdur Rahim, who was generally considered the nearest heir. Ineffectual endeavours were made by the British Government to compromise the dispute, but Abdur Rahim would yield nothing of his claim. A

military force was sent by the British Government to compel him to submit, whereupon he fled to Poona. Another unsuccessful attempt was made in 1768 to effect a compromise; but in 1772, as it was feared that the Peshwa might support Abdur Rahim, an accommodation (No. II) was effected, by which Abdur Rahim was put in possession of Danda Rajpuri in subordination to Sidi Yakut, who also promised him the succession to Janjira. Abdur Rahim accordingly succeeded Sidi Yakut, and on his death in 1784 bequeathed the principality to his eldest son, Abdul Karim Khan, called Balu Mian. But Sidi Yakut's will had bequeathed the State to Abdur Rahim's second son who, during his minority, was to be under the guardianship of Sidi Jauhar, a personal friend of Sidi Yakut and Governor of the fort of Janjira. Sidi Jauhar, with the view of securing his own regency, asserted the pretensions of the youth; but Balu Mian fled to Poona, taking his younger brother with him. It had always been the ambition of the Peshwa to obtain possession of Janjira, and he was now preparing to reduce it when the British Government, after the conclusion of the alliance with the Peshwa against Tipu, intervened. Circumstances had rendered it impracticable any longer to preserve with consistency their offensive and defensive alliance with Janjira, which they desired to dissolve: and in 1791 they accordingly negotiated and ratified an Engagement (No. III) between Balu Mian and the Peshwa, by which Balu Mian ceded to the Peshwa Janjira and his other possessions, receiving lands near Surat yielding Rs. 75,000 a year, to be afterwards increased to the value of the revenues of Janjira and its dependencies as collected in the most productive of the ten preceding years.

The Peshwa, however, does not appear ever to have been able to establish his influence in Janjira, and the State remained virtually independent, at least in its internal administration. Ibrahim Khan, to whom in all probability the government was resigned by Sidi Jauhar, was succeeded in 1826, after a rule of about 24 years, by his eldest son, Sidi Muhammad Khan.

In 1834 the British Government declared Janjira to be subject to the British power: and, in virtue of the British supremacy, abolished the Native mint, from which debased coinage had been issued.

In 1848 Sidi Muhammad abdicated in favour of his son, Sidi Ibrahim Khan. In 1867 a warning was conveyed to the Chief of Janjira, in consequence of his oppressive treatment of one of his subjects, that the British Government would hold him responsible for any abuse of power which might be brought home to him: and he was urged to provide an independent tribunal for the trial of serious offences. Two years later another instance occurred of the cruelty of the Chief, which resulted in the death of two men. He was therefore deprived of all criminal jurisdiction, and a British officer, with limited judicial powers, was appointed

to the political charge of the State. The civil and revenue jurisdiction was left in the hands of the Chief.

In 1870, during the absence of the Chief at Bombay, the administration of civil justice fell into disorder, and the irregularity in the collection of revenue gave rise to numerous disputes. The Sidi Sardars, indignant at the Nawab's prolonged residence in Bombay, at his extravagance, and at his employment of Hindus instead of Muhammadans, formally deposed the Nawab, and elected his son as Chief in his stead, pleading in justification of their proceedings that by ancient usage they had a right to interfere in the government of the State. A British officer was deputed to Janjira to enquire into the relations between the Nawab and his Sardars, the alleged dissatisfaction of the people with the Nawab's rule, and the conditions under which his authority might be re-established. The result of this enquiry was to establish the fact that, although the Sardars had from time to time exercised an irregular power of interference in the government, no claim to exercise this power had been preferred since the establishment of the paramount authority of the British Government, by which the Nawab has always been treated as the sole responsible ruler. Although a certain amount of discontent was found to exist at Janjira, the general disaffection did not appear to be such as should preclude the return of the Chief under proper security for the better management of the State. Accordingly it was decided to restore the Nawab on certain conditions. These were embodied in a formal Agreement (No. IV) and accepted by the Nawab who was formally reinstated in December 1870.

In 1878 the Ruler of Janjira was granted a permanent salute of 9 guns.

On the death of Sidi Ibrahim Khan in 1879 the succession was contested by his eldest illegitimate son, Sidi Muhammad Khan Bakhshi. Government, however, recognised the claim of the youngest and only legitimate son, Sidi Ahmad Khan, who accordingly succeeded to the Chiefship.

In 1884 the Nawab entered into an Agreement (No. V), by which he undertook to assimilate his customs system to that in force in British India; to prohibit the manufacture of illicit salt, and its importation into his dominions; to prevent the cultivation of the poppy in his State, and the importation of illicit opium; and to make over to the British Government, on certain conditions, the management of the abkari revenue of his country. In consideration of these concessions he receives Rs. 13,000 a year from the British Government, and is supplied with salt and opium on favourable terms.

In 1890 the Ruler of Janjira received an Adoption Sanad (*see* Kaira Agency No. V).

A further Agreement (No. VI) between the Nawab and the British Government, in modification of and in continuation of the agreement of 1884, was ratified in 1894, by which the management of the abkari revenue was made over to the State on certain conditions.

In 1903 the permanent salute of the Ruler of Janjira was enhanced to 11 guns: and in 1921 the Ruler was granted a permanent local salute of 13 guns within his own dominions.

In 1910 the Nawab entered into an Agreement (No. VII) for the effective control and discipline of his Imperial Service troops when serving beyond the frontiers of his State. In 1917, however, the Imperial Service units of the State were disbanded.

Sidi Ahmad Khan died in 1922 and was succeeded by his son the present Nawab Sidi Muhammad Khan, during whose minority the State is administered by his mother as Regent, with the aid of the Diwan.

The area of Janjira is 324 square miles; the population, according to the Census of 1921, is 87,534; and the gross revenue amounts to Rs. 6,89,500. The State pays no tribute to the British Government. The Nawab also owns the dependency of Jafrabad in Kathiawar,* which yields a gross revenue of about Rs. 82,500 and has an area of 53 square miles, and a population, by the Census of 1921, of 10,996.

The military forces of the State consist (1926) of 75 Armed Police and 13 Artillery men, with 11 serviceable and 168 unserviceable guns.

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* *See* Western India States, Vol. VI.

No. I.

ARTICLES by which the ENGLISH NATION and the SEEDEES of JINJEERA of RAJAHPORE have adjusted an ALLIANCE, DEFENSIVE and OFFENSIVE, on the COAST of INDIA,—1733.

For to establish upon a firm and lasting foundation a perpetual alliance and sincere friendship betwixt the governments of Jinjeera and Bombay, Seedee Saut, Seedee Ombar Affaja, Seedee Mossoot, and the other principal Seedees residing in the said Jinjeera, have agreed and settled with the Honourable Robert Cowan, Esq., President and Governor for the Honourable English Company, etc., in Council.

ARTICLE 1.

That they shall make a league against all the enemies of both governments in India (Europeans, subjects of the kings of Hindostan, Persia, Arabia, and China excepted), and particularly against Angria, both governments making a vigorous war by sea and land, not regarding any offers of peace from that enemy, and neither of the two allies shall hear alone nor particularly anything relating to peace, unless both are present at the same time anything is proposed, and are to resolve on nothing without the consent of both governments.

ARTICLE 2.

That in case one of the two governments may have an enemy that is in amity with the other, in such case the league is only to be defensive, and must not fail on any pretence to assist them that are invaded; and in case of any invasion, the government that is in amity with the aggressor shall interpose their good offices as mediators to accommodate the differences that have happened.

ARTICLE 3.

As to the union of the forces of Bombay and Jinjeera in their actions against Angria, as well by sea as by land, all the marine forces of Bombay are to be in conjunction with those of Jinjeera, who are to be commanded by their own proper officer, yet he is to act as subordinate to the chief commander of the English forces, as being more experienced in sea-fighting, and the fleet of Bombay of greater force; and as in Bombay there is no more infantry than is sufficient for their garrisons, the necessary land forces are to be provided by the Seedees of Jinjeera.

ARTICLE 4.

And likewise, in case the territories of the Seedee should be invaded by any power that is an enemy to both governments, they are to be assisted with all the marine force of Bombay; and in case that the Government of Bombay should be invaded by any power that is an enemy to both governments, they shall be assisted from Jinjeera with thirty fighting gallivats and two thousand sepoys.

ARTICLE 5.

That all that is taken in this war by sea by the united forces of both governments shall be given to the English, and what shall be taken by land shall be given to the Seedees, according as is expressed in the 6th and 7th Articles.

ARTICLE 6.

And if God shall be pleased to give this alliance the desired success, and that Angria shall be expelled the fort of Cundary by the united forces of both governments, that place shall be given to the English with all the ammunition and artillery that shall be found therein, and all the other forts that shall be taken from the said enemy shall be given to the Seedee with all the ammunition and artillery found in them, except Colaba, which shall be entirely demolished with all its bulwarks and batteries, so as one stone shall not be left above another, and shall never be rebuilt without the consent and pleasure of both governments; and the revenues and produce of the lands annexed to that fort, and whatever tribute belongs to it (except royal grants and possessions in the hands of the ancient proprietors), shall be annually and equally divided, half to the English and the other half to the Seedees of Jinjeera, and the care and security of these lands is to be provided for by both.

ARTICLE 7.

In the place called Mopaut, betwixt the rivers of Nagotan and Penn in the district of Colaba, the English may build, if they think proper, a warehouse and small fort with artillery sufficient for the better security of those lands and their roads, and the conveniency of merchants trading, putting a garrison therein, and the customs and other rents that shall be recovered shall be annually and equally divided, half to the English and half to the Seedees of Jinjeera, and likewise they shall equally pay the charges of building the fort and its garrison, and both governments shall take care to encourage trade and preserve the subjects.

ARTICLE 8.

That all the ammunition that shall be expended in the war, as well by sea as by land, by either of the governments, shall be on their respective accounts, and in case one should be necessitated to take of the other, if they can spare it, they are to give it for its just price.

ARTICLE 9.

If any robberies are committed on either side, restitution is immediately to be made to the persons wronged.

ARTICLE 10.

That deserters who put themselves under the protection of either government shall not be delivered up if they have committed a crime worthy of death

ARTICLE 11.

That the Seedees of Jinjeera shall upon no pretence hereafter issue out their passes to the shipping and people of Angria.

ARTICLE 12.

That after Colaba is taken with its dependencies, if it should be attacked by the enemy, the charges of the forces that shall be left for its defence shall be equally defrayed by both governments.

ARTICLE 13.

That after the ratification of these Articles, by which the league is adjusted, we are immediately to put them in execution.

This 10th day of the month Rujjub, and the 16th year of His Majesty's reign and 1146 of the Law, or the 6th of December 1733.

SEAL OF KHAYRET KHAN.
SEAL OF SEEDEE ABDULL REHMAN.
SEAL OF SEEDEE YAKOOT KHAN.
SEAL OF SEEDEE SAUT.
SEAL OF SEEDEE MOSOOT.
SEAL OF SEEDEE SUMBHOLE.
SEAL OF SEEDEE OMBAR.

Confirmed by the Honourable the President in Council of Bombay on the 11th December 1733.

SECRET ARTICLE adjusted betwixt the GOVERNMENTS of BOMBAY and JINJEERA of RAJAHPORE, signed and published the same time as was the GENERAL TREATY of ALLIANCE.

In equipping a fleet to chastise and destroy the enemy Angria, the Government of Bombay have expended Rupees two lakhs; that the same be effectually represented to court, and the King's order obtained upon the Governor of Surat for the payment of Rupees three lakhs on account of the tunkha of the fleet and forts, which order we oblige ourselves to deliver to the Government of Bombay, in which order it shall be expressed that the said money shall be paid out of the treasury of Surat to the Government of Bombay, and after the said Rupees three lakhs are received from the Surat government, they shall take to themselves Rupees two lakhs, and one shall be given to the Seedees of Jinjeera.

This 11th of the month Rujjub, in the 16th year of His Majesty's reign, or the 7th of December 1733.

SEAL OF KHAYRET KHAN.
SEAL OF SEEDEE ABDULL REHMAN.
SEAL OF SEEDEE YAKOOT KHAN.

No. II.

WHEREAS a difference has subsisted between SEEDEE YAKOOT KHAN and SEEDEE ABDOOL RAHEEM KHAN, who have left their dispute to the decision of the GOVERNOR of BOMBAY of their own free will, he has settled the following ARTICLES to be entered into between them if they act contrary thereto, they will fall under the displeasure of the HONOURABLE COMPANY,—1772.

ARTICLE 1.

That Seedee Abdool Raheem Khan shall live at Rajepore as Subadar with seven hundred men under his command, whose pay he shall pay out of the rent of 2½ tuppas agreeable to the Sircar's rule, which tuppas shall be let out to him at farm, excepting five villages belonging to Seedee Yakoot, and he shall pay the balance, if any due after paying for the above seven hundred men, into the Sircar annually, tendering the account thereof to Seedee Yakoot Khan.

ARTICLE 2.

That Seedee Yakoot Khan will allow Seedee Abdool Raheem Khan certain villages and oarts for his house expense.

ARTICLE 3.

That Seedee Abdool Raheem Khan shall take such care of the Conkery and its town walls as he may think proper, with orders from Jinjeera, and will not admit any man belonging to the foreign durbar to come in without orders from Jinjeera, and will not let any man pass or repass by Moorad gate without orders from Jinjeera as usual.

ARTICLE 4.

That Seedee Abdool Raheem Khan shall write no letter to the foreign durbars without orders from Jinjeera, neither shall he keep any man who might go to him from Jinjeera upon disgust.

ARTICLE 5.

That Seedee Abdool Raheem Khan shall make no command in the country, nor has he anything to do with the fleet; only the Sircar has power over the country and fleet.

ARTICLE 6.

That Seedee Abdool Raheem Khan has no manner of business with the town and government; the Sircar's officers will remain there and carry on the business as usual.

ARTICLE 7.

That the seal of Yakoot Khan shall be made use of by Yakoot Khan only.

ARTICLE 8.

That Seedee Abdool Raheem Khan shall supply the fort of Jinjeera with cajans, etc., necessaries, as usual, for which he shall have customary abatement in the amount of the farm of the prementioned 2½ tuppas.

ARTICLE 9.

That Seedee Abdool Raheem Khan shall not interfere in any examination of criminal causes for justice, but send the parties guilty thereof to Jinjeera to be examined.

The above nine Articles both contracting parties shall strictly observe and Seedee Abdool Raheem Khan will obey Seedee Yakoot Khan's orders and perform his duty agreeably to the above agreements.

Bombay Castle, 6th June 1772.

No. III.

AGREEMENT between the HONOURABLE UNITED ENGLISH EAST INDIA COMPANY and the PEISHWA MADHO RAO NARAIN PUNDIT PURDHAUN BAHADUR, settled by MR. CHARLES WARREN MALET, RESIDENT of the said HONOURABLE UNITED EAST INDIA COMPANY at the COURT of POONA, by virtue of the full powers delegated to him by the RIGHT HONOURABLE CHARLES EARL CORNWALLIS, K.G., GOVERNOR-GENERAL in Council, appointed by the HONOURABLE the COURT of DIRECTORS of the said UNITED COMPANY to direct and control all their affairs in the EAST INDIES relative to the FORTS OF JINJEERA, DHUNDA, RAJEPORE, CONSAW, and MEDGUR, with their dependencies in the country of COKUN, now in the possession of the ABYSSINIANS, and of which SEEDEE ABDOOL KUREEM KHAN, commonly styled BALLOO MEEH, was heir, but who has by his own free will and consent resigned, by a written instrument, all claim thereto agreeably to the following Articles,—1791.

ARTICLE 1.

I, Seedee Abdool Kureem Khan, have by a written instrument resigned to the Sirkar of Rao Pundit Purdhaun Bahadoor all claim to my hereditary territory, with its forts, and all effects, great and small, contained therein, the said Rao Pundit Purdhaun Bahadoor having on his part agreed to grant me and my heirs for ever, free from all claim or incumbrance, and without reserve, a territory under the denomination of altumgah, in the province of Guzerat, on the sea coast in one quarter, and as far as possible contiguous in its parts, yielding a revenue (to be computed from the best collection of the collections of ten preceding years under the Peishwa's government) equal to the revenue of Jinjeera and its dependencies aforesaid, as collected in the most productive year of ten years preceding the present A portion of the said territory, producing the yearly revenue of

Rupees seventy-five thousand, is to be granted me in altumgah; at present the remainder to be put in my possession in the same year that the aforesaid forts and districts may fall into the possession of the Sircar of the said Pundit Purdhaun, in which the condition of contiguity to the former grant is to be observed with all possible punctuality.

ARTICLE 2.

I agree to proceed with my brother, relations, and dependants to reside on the territory previously granted to me, on which, and on that hereafter to be granted, I agree not to construct any fort or place of greater strength than may be necessary for my protection against Grassias and freebooters. I engage to conduct myself peaceably and justly, to create no feuds or disturbances, to join no enemy of the Honourable English East India Company or of Rao Pundit Purdhaun Bahadoor, nor to act hostilely towards them.

ARTICLE 3.

If Rao Pundit Purdhaun Bahadoor should permit any part of my above-mentioned hereditary territory to remain in the possession of any Abyssinian or other person for the promotion of his own objects, or should he, after getting possession of the said territory, dispose of any part thereof by gift or otherwise, no deduction is to be made on that account from my altumgah, of which I am to be put in full possession on the cessation of hostilities between the Peishwa and the said districts of Jinjeera, according to this agreement, on a calculate of the full produce of the revenue of the dependencies of Jinjeera as above-mentioned. The said Seedee Abdool Kureem Khan having, by the foregoing three Articles, relinquished all his hereditary titles and possessions to Rao Pundit Purdhaun, and an engagement being thereby entered into between the parties, neither is to deviate therefrom. And Rao Pundit Purdhaun is at liberty to pursue such modes and at such times as he may think proper to get possession of the aforesaid forts and dependancies that are at present in the hands of other Abyssinians, to whom no assistance will be given by the Honourable Company. This being agreed to by the Sircars of the Honourable Company and Rao Pundit Purdhaun Bahadur, written instruments executed by Rao Pundit Purdhaun on one part, and Mr. Malet on the other, specifying the same, have been exchanged; the said Mr. Malet having engaged to procure and deliver to Rao Pundit Purdhaun Bahadur a copy ratified by the Right Honourable the Governor-General in Council, on the delivery of which the Treaty executed by Mr. Malet shall be returned.

Signed and sealed in Poona, the 6th June 1791.

C. W. MALET,
Resident.

Exchanged 12th June 1791.

C. W. MALET.

No. IV.

ARTICLES of AGREEMENT with HIS EXCELLENCY SEEDEE IBRAHIM KHAN, NAWAB of JINJEERA,—1870.

Whereas His Excellency Nawab Seedee Ibrahim Khan has applied to the British Government to reinstate him in the administration of the State of Jinjeera, and whereas Government are willing to reinstate him subject to such conditions as will secure the well-being of the people and a better administration of the affairs of the State, His Excellency Nawab Ibrahim Khan hereby agrees to observe the following Articles of Agreement :—

ARTICLE 1.

In all matters of importance the Nawab of Jinjeera agrees to follow the advice of the British Government as conveyed by the Political Officer representing that Government at Jinjeera.

ARTICLE 2.

The Nawab will defray all expenses connected with the Agency, the amount of such expenses being fixed by Government from time to time according to what may appear to them necessary for the due exercise of the control now vested in them.

ARTICLE 3.

The Nawab will give all proper assistance to the Political Agent and his Assistant in the exercise of the criminal jurisdiction now vested in them, and for this purpose will appoint a competent Magisterial Officer, to be approved by Government, to exercise powers similar to those of a subordinate Magistrate of the first class, and to commit cases for trial by the Political Agent and his Assistant.

ARTICLE 4.

The Nawab will maintain an efficient Executive Police force of a strength approved by Government. The officer in charge of such force will be under the control of the Nawab's magisterial officer, and will be his Assistant for Police purposes.

ARTICLE 5.

The Nawab agrees to draw up a code of Rules for the guidance of his revenue officers, prescribing the mode of assessing and realizing the revenue and of dealing with defaulters. Such rules when approved by Government to be recognized as the only legal procedure.

ARTICLE 6.

The Nawab agrees to entertain a competent tutor, to be approved by Government, for the education of his son, Seedee Ahmed Khan, and will retain his services so long as Government consider it advisable.

ARTICLE 7.

All complaints and claims brought by the Nawab against Seedee Hossein Jaburtee and others in connection with the recent usurpation, and all complaints and claims which may up to the date of the present Agreement have been brought by Seedee Hossein Jaburtee and others against the Nawab, shall, if not already settled by the orders of Government, be submitted to the arbitration of the Political Agent, subject to the confirmation of Government.

ARTICLE 8.

The Nawab agrees to dismiss Hajee Mahomed Thangay from his service, and engages not to re-employ him either in a public or private capacity.

No. V.

AGREEMENT between SIDI AHMED KHAN NAWAB of JANJIRA and HIS EXCELLENCY the GOVERNOR of BOMBAY in COUNCIL regarding administration of the DEPARTMENTS of CUSTOMS, SALT, OPIUM and ABKARI in HABSAN,—1884.

All conventions, agreements or arrangements of whatever kind relating to Customs, Salt, Opium and Abkari existing prior to this agreement are hereby cancelled and in lieu thereof it is mutually agreed as follows :—

ARTICLE 1.—*As to Customs.*

(*a*) The Nawab of Habsan shall, from the date of the execution of this agreement, adopt the British Customs Tariff at all ports in Habsan, and whenever from time to time the British Government may make alterations or modifications in such Tariff, the Nawab shall make similar modifications in the tariff at Habsan ports. The Nawab shall further follow the system, use the forms and observe the rules in force in British Custom-houses, and shall in all respects assimilate therewith, so far as it may be possible to do so, the procedure in the Habsan Custom-houses.

(*b*) The cordons of Preventive and Customs stations heretofore maintained by the British Government and the Nawab on the land frontier shall be removed from the date of this agreement coming into force, and all land customs and transit duties on traffic passing from the dominations of the one Government to that of the other shall be abolished from the same date; except with the consent of both Governments such land customs and transit duties shall not be revived.

(*c*) The Nawab shall levy port-dues at all Habsan ports on the scale for the time being in force at the southern group of ports on the Bombay Presidency entered in Part IV of the first schedule of the Indian Ports Act of 1875.

(*d*) All articles imported into Habsan ports *bonâ fide* for the use of the Nawab and his family shall be free of duty.

(e) The Nawab shall manage Habsan Custom-houses: Provided that the Political Agent or any officer authorised by him for that purpose shall have authority, from time to time, to inspect the books kept at the Habsan Custom-houses with a view to satisfy himself that the British Tariff and the British Customs system and mode of transacting business are being enforced.

Article 2.—*As to Salt.*

(a) The Nawab shall suppress all salt-works in Habsan and shall prohibit the manufacture of salt and collection of salt-earth in Habsan territory. The Nawab shall also take measures to prevent the spontaneous generation of salt in Habsan and to destroy such salt as soon as it may appear.

(b) The Nawab shall prohibit the import into all Habsan ports of any but British excise salt covered by British permits.

(c) The Agents of the Nawab may annually select and purchase at the British excise salt-works at Uran salt to the amount of ten thousand six hundred and fourteen maunds for the domestic consumption of the inhabitants of Habsan, and the British Government will levy no duty on the salt thus annually purchased by the Nawab's agents for such purpose.

(d) The Nawab shall retail the salt thus supplied for the domestic consumption of the inhabitants of Habsan through licensed vendors at such price as he may think fit.

(e) The Nawab shall establish fish-curing yards wherein salt will be supplied by the British Government to fishermen only for fish-curing at ten and two-third annas per maund. These yards shall be under the control of British Salt officers.

Article 3.—*Annual Payment.*

In consideration of the stipulations contained in the above two articles and conditional on the effectual prevention by the Nawab's Government of all contraband trade or practices or smuggling of salt, opium and liquor, the British Government shall pay annually to the Nawab of Habsan the sum of Rupees thirteen thousand. The said payment shall be made on the first May of each year.

Article 4.—*As to Opium.*

(a) The Nawab shall continue to prohibit the import of opium into Habsan whether by land or by sea, and shall also prohibit all poppy cultivation in Habsan territory.

(b) The Nawab shall obtain the opium necessary for the consumption of the inhabitants of Habsan only from the Commissioner of Customs, Salt, Opium and Abkari, at Bombay, or in such other manner as Government may from time to time direct.

(c) The Commissioner shall allow a drawback on all such opium at a rate equal to one-fifth of the duty actually levied by the British Government on all opium supplied to or obtained by the Nawab.

ARTICLE 5.—*As to Abkari.*

(*a*) The Nawab shall continue to prohibit the import into any portion of his territory of all liquor from Portuguese territory. He shall also absolutely prohibit the export of all spirit from Habsan to any other place.

(*b*) The British Government undertakes the management of the Abkari revenue of Habsan on the British system for a term of (10) ten years from the first August one thousand eight hundred and eighty-four, and the Nawab undertakes to afford all facilities to the officers appointed by the British Government in that behalf.

(*c*) After deducting the actual cost of management from the gross sum annually realized, the British Government undertakes to pay the balance into the Nawab's treasury. Such payment to be made in the month of August of each year.

(*d*) Except in the higher grades, the officers employed by the British Government in the management of the Abkari revenue of Habsan shall, as far as may be practicable, be selected from the servants of the Habsan State.

This agreement shall take effect from the first August one thousand eight hundred and eighty-four.

SIDI AHMED KHAN,
Nawab of Janjira.

ALFRED KEYSER,
Political Agent.

DUFFERIN,
Viceroy and Governor-General of India.

This Agreement was ratified by His Excellency the Viceroy and Governor-General of India, at Fort William, on the twenty-third day of February A.D. one thousand eight hundred and eighty-five.

H. M. DURAND,
Officiating Secretary to the Government of India,
Foreign Department.

No. VI.

AN AGREEMENT between SIDI AHMAD KHAN, NAWAB of JANJIRA, and HIS EXCELLENCY the GOVERNOR of BOMBAY in COUNCIL in modification of and in continuation of the Agreement of 1884,—1894.

WHEREAS it is desired to modify the terms of clause (*c*) of Article I and clauses (*c*) and (*e*) of Article II of the Agreement of 1884, and WHEREAS the arrangements made under clauses (*b*), (*c*) and (*d*) of Article V terminated on the

first of August eighteen hundred and ninety-four, it is hereby agreed as follows :—

I.—In lieu of Article I, clause (*c*), is substituted the following :—

The Navab shall levy port dues on the scale for the time being in force at the southern group of ports in the Bombay Presidency under the Indian Ports Act for the time being in force, or on any lower scale which may be approved by the Government of Bombay.

II.—In lieu of Article II, clause (*c*), is substituted the following :—

The agents of the Navab may annually select and purchase at the British Excise Salt Works at Uran and Karanja for the domestic consumption of the inhabitants of Habsan salt to an amount calculated to allow 12 lbs. avoirdupois weight for each head of the population of Janjira as computed at the last preceding decennial General Census and the British Government will levy no duty on the salt thus annually purchased by the Navab's agents for such purpose.

III.—In lieu of Article II, clause (*e*), is substituted the following :—

The Navab may establish fish-curing yards wherein salt will be supplied by the British Government to fishermen only for fish-curing at such price per maund as may from time to time be mutually agreed upon between the Navab and the Government of Bombay. These yards shall be under the control of British salt officers.

IV.—In lieu of the expired clauses (*b*), (*c*) and (*d*) of Article V are substituted the following :—

(*b*) The Navab of Habsan shall from the date of this Agreement taking effect, adopt throughout the Habsan territory the British system of abkari administration in force in the Bagayat portion of the Kolaba District, and whenever from time to time the British Government may make alterations or modifications in such system, the Navab shall make similar modifications in the system in Habsan territory. The Navab shall follow the system, use the forms, adopt the rates of duty and fees, and observe the rules in force in the Abkari administration of the Bagayat portion of the Kolaba District, and shall in all respects assimilate therewith, so far as it may be possible to do so, the procedure in the abkari administration of the Habsan State.

(*c*) The British Government shall lend to the Navab for employment, and the Navab shall employ as Abkari Inspector, Janjira, a trained and competent Abkari Inspector from the British service.

(*d*) The Navab shall manage the Habsan Abkari Department; provided that the Political Agent, or any officer authorized by him for that pupose, shall have authority from time to time to inspect

the books kept at the Habsan distillery liquor shops, Abkari offices, etc., with a view to satisfy himself that the British Abkari system and mode of transacting business are being enforced.

V.—This Agreement shall take effect from the 1st September 1894.

No. VII.

AGREEMENT between the NAWAB of JANJIRA and the BRITISH GOVERNMENT for the effective CONTROL and DISCIPLINE of his IMPERIAL SERVICE TROOPS when serving beyond the frontiers of his State,—1910.

Whereas His Highness Sidi Sir Ahmed Khan Sidi Ibrahim Khan, Nawab of Janjira, maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary that the Imperial Service Troops of Janjira State, when associated with the troops of the British Army, should be under the orders of the Officer Commanding the combined forces, and subject to the like discipline and control as the officers and soldiers of His Majesty's Indian Army, and

Whereas it is not the wish or intention of the Government of India that a British officer should be appointed to command any corps of Imperial Service Troops, though British officers are employed in order to instruct and inspect the said troops.

It is hereby agreed between the Governor-General of India of the one part and His Highness Sidi Sir Ahmed Khan Sidi Ibrahim Khan, Nawab of Janjira, of the other, as follows, namely :—

1. Whenever the said troops or any portion thereof are moved beyond the frontier of the said State, they shall be attached to the command and under the orders of the Officer Commanding the District, Contingent or Force in which they are employed, and such officer shall by virtue of this agreement, be authorised to administer in respect to the said troops, so serving, the military laws and regulations to which they are subject under the laws of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such courts, and to issue all such orders and to pass all such judgments and sentences and generally to exercise all such authority as may be lawfully convened, issued, passed and exercised by the authorities of Janjira State, when the said troops are serving within the territorial limits of the said State : Provided always that the execution of every sentence so passed in British territory shall be carried out under the orders of His Highness the Nawab of Janjira or of some person to whom the requisite authority has been delegated by him.

2. In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with His Majesty's forces, the said His Highness Sidi Sir Ahmed Khan Sidi Ibrahim Khan, Nawab of Janjira, has embodied in the Disciplinary Law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the provisions, *mutatis mutandis*, of the Indian Articles of War for the time being in force. The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the Officer Commanding the District, Contingent or Force aforesaid.

Dated at Murud-Janjira, this 17th day of December 1902.

SIDI AHMED KHAN,
Nawab of Janjira.

J. N. KABRAJI,
Collector and Political Agent, Kolaba.

Approved and confirmed by the Government of India.

By order,
H. BUTLER,
Secretary to the Government of India,
Foreign Department.

FORT WILLIAM :
The 26th January 1910.

THE SATARA JAGIRDARS.

By the 7th article of the Satara treaty of 1819* the possessions of the Jagirdars within the territory of the Raja of Satara were guaranteed by the British Government, who engaged to secure that the Jagirdars should perform the service they owed to the Raja according to established custom. The Jagirdars thus guaranteed were the Raja of Akalkot, the Pant Sachiv of Bhor, the Pant Pratinidhi of Aundh, the Daphle of Jath, the Nimbalkar of Phaltan, and Shaikh Mira Waikar. The tenures of these Chiefs are held to date from the period when their agreements were made with the British Government, and not from the date of the grants made by the Rajas of Satara. In 1839, on the accession of Shahuji, the Jagirdars were placed under the direct management and control of the British Government, their contingents and pecuniary payments being reserved to the Raja on the scale fixed in 1819. They have not the power of life and death. All serious criminal cases, involving the punishment of death or transportation for life, or offences punishable with seven years' imprisonment in certain cases, are tried in a court presided over by a British officer in association with the Jagirdar or the minister of the Jagirdar within whose territory the offence was committed, and the confirmation of the British Government is required before the sentence can be carried into effect. The Jagirdars maintain a few sowars and sepoys for police and revenue duties, but have no regular troops. The political control over these jagirs vests in the Political Agent and Collector at Sholapur in the case of Akalkot: at Poona in the case of Bhor: at Satara in the cases of Aundh and Phaltan: at Bijapur in the case of Jath: and with the Agent for the Sardars of the Deccan in the case of the Waikar.

In 1880 the manufacture of earth-salt was prohibited throughout the jagirs, and compensation has been granted to the Jagirdars on this account.

V.—SHOLAPUR AGENCY.

AKALKOT.

In 1707, when Sahuji, grandson of Shivaji of Satara, was engaged in battle with Tara Bai for the recovery of his rights, a woman, whose husband had been slain in action, threw her child before the Raja, calling out that she devoted him to the Raja's service. Sahuji took charge of the child, and named him Fateh Singh Bhonsla, in commemoration of his victory. In 1710 this lad received the jagir of

* See Lapsed States, page 361.

Akalkot and the title of Raja—a title which has been recognised by the British Government, but without the prefix of His Highness.

Fateh Singh was succeeded in 1760 by his adopted son, Sahuji, and he in turn by a second Fateh Singh, who was the Jagirdar with whom the British Government formed engagements in 1820 (No. I). He was succeeded by his son Maloji Rao, and he in 1828 by his son Sahuji, who died in 1857. The misrule and incapacity of his successor, Maloji, necessitated the intervention of the British Government, and in 1866 the Raja was set aside and the State was placed under Government management.

In 1862 the Ruler of Akalkot received a Sanad of Adoption (No. II).

Civil and criminal jurisdiction over the lands of the Akalkot State within the limits of the Great Indian Peninsula Railway was ceded (No. III) in 1865.

In 1868 the contingent of 100 horsemen, which the Chief was bound to maintain under the treaty of 1820, was disbanded, and a money payment of Rs. 14,592 a year, being two-thirds of the actual cost of the contingent, was substituted. The Chief receives from Government Rs. 9,606-4-0 and Rs. 25,400 a year, on account of Pune Panchmahal Jakat and Mokasbab, respectively; the latter amount is, however, a fluctuating one.

Maloji died in 1870, and was succeeded by his infant son, Sahuji.

The revenue survey and settlement was introduced in 1871. In 1894-95 a revised survey and settlement was introduced, the new rates being guaranteed for 30 years. In 1926-27 a further revision took place. In this case also the rates were guaranteed for 30 years, except in Piliv Mahal, where the period of guarantee was fixed for ten years.

In 1886 transit duties were abolished.

In 1887 the State ceded civil and criminal jurisdiction over the lands occupied by the Southern Mahratta Railway (No. IV).

The cultivation of poppy and the manufacture of opium are prohibited in the State, and in 1891 the Chief entered into an Agreement (No. V), regulating the consumption and sale of opium in his territory.

In the same year the Chief made an agreement, whereby the abkari revenue of the State was leased to the British Government for three years. A fresh Agreement (No. VI) was concluded in 1894 for ten years, and this has since been periodically renewed at intervals of ten years, the present agreement (*see* Southern Mahratta Country States Agency No. XX) having been concluded for a period of ten years from the 1st August 1924.

Sahuji, who had been invested with full powers in 1891, died in 1896 without male issue, and was succeeded by Fateh Singh, adopted in 1898, with the sanction of Government, by Sahuji's widow. During his

minority the management of the State was carried on by an administrator under the supervision of the Political Agent at Sholapur.

In 1903 the State consented to lease its hemp drugs revenue to the British Government, and the term of the lease has since been periodically extended. The present lease, given in 1925, runs till 1935.

Fateh Singh who was invested with full powers in 1916, died in April 1923, and was succeeded by his elder son the present Raja Vijaya Sinhrao, born on the 15th December 1915. During his minority the management of the State was carried on by a Government Karbari, under the supervision of the Political Agent at Sholapur, until July 1925, when it was entrusted to a Council of Regency, with the dowager Rani as Regent.

In 1926 the State ceded (No. VII) civil and criminal jurisdiction over the lands occupied by the Barsi Light Railway.

The area of Akalkot is 498 square miles; the population, according to the Census of 1921, 81,250; and the gross revenue Rs. 5,81,700, inclusive of local funds and compensation for abkari (Rs. 24,000), bhang and ganja (Rs. 9,338) and salt (Rs. 142-0-10) revenue.

The State possesses (1926) 47 Infantry, 66 Armed Police and 3 Artillery men, with 3 serviceable guns.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

No. I.

AGREEMENT between the HONOURABLE EAST INDIA COMPANY and the RAJAH of AKULKOTE, dated the 3rd July 1820.

TERMS fixed by CAPTAIN JAMES GRANT, on the part of the HONOURABLE COMPANY, for RAO SAHIB MEHERBAN FUTTEH SINGH RAJAH BHONSLAY AKULKOTKUR.

The jaghires, etc., held by you have come into the possession of the British Government along with the rest of the country. In consideration, however, of the antiquity and respectability of your family, whatever was held by you up to the war is, with the exception of the Mogulaee Umuls, not appertaining to the villages at present held by you, graciously restored to you by Government. As your jaghires, etc., come within the limits of the territory of His Highness the Raja Chutruputee of Satara, according to the Treaty, you are to be considered a jaghiredar of His Highness's Government. The following Articles are therefore agreed upon between you and the British Government :—

ARTICLE 1.

Pergunnah Akulkote and other districts, and umuls held by you up to the war, with the exception of the Mogulaee Umuls, not appertaining to the villages at present held by you, are now restored to you and confirmed. During the Government of the Peishwa you had to furnish a body of horse, but as you have been deprived of the Mogulaee Umuls, and as the jaghire territory is in a bad state, and as you should have enough for your own maintenance, and for the expense of the contingent of horse to be kept in a complete state of equipment and in readiness to serve at all times of the year, government have dispensed with the former number and fixed the contingent at 100 horse, which must be constantly in the service of His Highness's government.

ARTICLE 2.

The horses and men forming the contingent are to be good. The horses, of the value of from Rupees 300 to 400, to be always present in the service of His Highness, and to proceed without delay or remonstrance wherever their services may be required. They are to be mustered whenever so ordered, and should there be any deficiency in the number, such deficiency must be made good at the annual rate of Rupees 300 each horse, to be calculated from the period of the former muster; but previous to enforcing the demand, a representation of the circumstances will be made by His Highness's Government to the Agent of the British Government, and his concurrence obtained.

ARTICLE 3.

In the event of the contingent being employed in war under a requisition from the British Government, and should any men or horses in consequence be killed

or wounded, it is to be clearly understood that nothing in the way of equivalent shall be paid by the Government of His Highness; risks and casualties of all kinds, as well as the furnishing of ammunition, are included in the allowance.

ARTICLE 4.

The whole expense of managing the jaghire is to be defrayed without reference to what is incurred by keeping up the horse. As the territories of the British Government and of His Highness adjoin the jaghire, it is therefore determined that, in the event of any disturbance taking place in them, on the requisition of the mamledars of either Government, aid shall be furnished by a ready co-operation with all the disposable police of the jaghire.

ARTICLE 5.

Whatever villages, wuttuns, etc., were held by you up to the war within the territories of the British Government or of His Highness, shall, with the exception of the Mogulaee Umuls not appertaining to the villages now held by you, be continued, and whatever items of revenue belonging to His Highness's government may be within the jaghire, shall be continued to be paid. All doomala villages and lands, wurshasun, dhurmadaos, dewasthans, rozindars, khyrat, nemnooks, etc., and jaghire and karkoonee held by durukdars, within your mehals, must be continued on the same tenure as hitherto. Grants under government title deeds are to be continued; notwithstanding the temporary interruption in regard to them, care must be taken that no cause of complaint may be brought forward in such points. In case any of the persons holding the abovementioned rights shall behave improperly, or die without heirs, it will be necessary to acquaint the Agent of the British Government, who will intimate to His Highness's government what course is to be pursued either in respect to the punishment or resumption, when His Highness's government will adopt necessary measures. Should zemindars raise any disturbance against you or commit any offence against the public peace, or should any one die without heirs, you will resume the wuttun as may seem expedient, and report the same to government, when His Highness's government, with the advice of the Agent of the British Government, will send orders, which must be conformed to.

ARTICLE 6.

The inhabitants of the jaghire territory must be protected, justice properly dispensed, and a good police upheld to detect thefts, murder, or disturbance, and suppress gang robberies. If this is not attended to, and the country be without justice, so that people are obliged to complain, the government of His Highness, with the advice of the Agent of the British Government, having investigated the matter, will decide on such subjects, and their decisions must be attended to; and further, should such decisions not be attended to, so that the country fall into a state of misgovernment, and robberies and other crimes become of very frequent occurrence, in such an event whatever may appear to be the most proper

measures shall be suggested by the Agent of the British Government, and corresponding arrangements will be made by His Highness's government.

ARTICLE 7.

Family dispute about your respective shares of property, which arose between you and Tooljajee Rajah Bhonslay, was settled in the time of Bajee Rao and deeds of division were given by each of you. Agreeably to the same deeds, arrangements are made by the British Government; both of you should, therefore, abide by them.

ARTICLE 8.

Without orders from Government no extra troops are to be levied, and none assembled for the purpose of making war on any one. In matters of family disputes concerning relationship and such like, no appeal to arms can be permitted, but the case is to be represented to the Agent of the British Government, who will communicate with the Government of His Highness, and whatever decision is given must be reckoned binding.

ARTICLE 9.

With the exception of persons under the government of His Highness, no intercourse or communication by letter is to be entered into with such parties as Bajee Rao Sahib, or other Princes, Chieftains, Commanders, and others, nor is any aid or assistance by joining the troops of any one to be given. This Article forms the basis of the present agreement, and, should what is written above be departed from, the jaghire will not be continued.

ARTICLE 10.

All persons having committed crimes within the jaghire country, who may take shelter in the territories of the British Government or His Highness, shall be delivered over to you, after information has been given to the Agent of the British Government, and by him communicated to the British Government, or to the Government of His Highness, as the case may be; and, in like manner, all criminals from the territories of the British Government or of His Highness shall be apprehended and delivered up by you to their respective governments, and assistance must be rendered to people of either government who may be sent for the apprehension of such offenders.

ARTICLE 11.

Whilst you shall continue to fulfil the terms of your service in good faith, integrity, and fidelity, your jaghire shall be continued without any interruption from His Highness's government: on this point the British Government is your guarantee.

ARTICLE 12.

All titles and forms of respect hitherto enjoyed by you shall be continued by the Agent of the British Government and His Highness's government. All requests on the part of the jaghiredar, which may be reasonable and proper, shall be granted, but such as are otherwise shall not be acceded to.

ARTICLE 13.

As the jaghire districts adjoin the territory of His Highness, and it may be necessary to effect exchanges of items of revenue or land, for the purpose either of defining the boundary or for police arrangements, therefore, on a representation from the government of His Highness, the Agent of the British Government will arrange such exchanges as may be necessary, provided they are not injurious to the interests of the jaghiredar, and such exchanges must be made accordingly.

The above 13 Articles must be observed.

Dated 3rd July A. D. 1820, corresponding with 21st Ramzan Ahdee-wu-Ushreen-wu-Myatein-wu-Ulf.

JAMES GRANT.

AGREEMENT entered into on the 11th July 1820 by HIS HIGHNESS the RAJAH of SATARA with the RAJAH of AKULKOTE.

AGREEMENT on the part of HIS HIGHNESS the RAJAH of SATARA respecting FUTTEH SINGH BHONSLAY of AKULKOTE, to whom these orders are issued.

The whole of the jaghires, etc., enjoyed by you have, with the rest of the country, reverted to the British Government; but as that government has been pleased, in consideration of the antiquity of your family, to guarantee to you the villages held up to the war (including those situated in the Nizam's country now in your possession), save Mogulaee Umuls, by a Yad of 13 paragraphs executed to you by Captain James Grant, the British Resident, and as His Highness has received his country from the British Government according to Treaty, and your lands are situated therein. His Highness approves of the Yad executed to you by the British Government, and, for the continuance of your lands, determines as follows, viz.—

ARTICLE 1.

The pergunnah of Akulkote and other mehals and umuls held by you up to the war (including the villages situated in the Nizam's country now in your possession), save Mogulaee Umuls, are hereby continued and confirmed to you. Formerly you had to maintain a contingent of horse for the service of the Peishwa's government, but as you have now been deprived of your umuls in the Nizam's country, and sustained loss in the mehals, His Highness, to enable you to support

yourself and to keep the horse and men of your contingent in good order for service throughout the year, fixes the contingent at 100 horse, which you are to maintain for the service of the Satara State.

ARTICLE 2.

The contingent is to be efficient, the horses to be of the value from Rupees 300 to 400, and the men in a complete state of equipment. The contingent to be always kept present for the service of His Highness; they should attend muster when called upon, and proceed to whatever place directed, without delay or remonstrance. Should it appear, however, on muster that any number of the contingent is deficient, His Highness will, with the concurrence of the British Resident, oblige you to refund, in the proportion of Rupees 300 per annum a horse, for the whole period of such deficiency, according to the terms of the agreement entered into with you.

ARTICLE 3.

In the event of your contingent being employed in war by His Highness, with the concurrence of the British Resident, no remuneration on account of the wounded and slain will be granted; but all such risks and casualties, as well as the supply of ammunition, are included in the grant.

ARTICLE 4.

You are to defray the expense of your village establishments, as well as of the contingent. Should any commotion or disturbance occur in the districts, either of His Highness the Rajah, or of the British Government, you are, on the requisition of the mamlutdars of either government, to aid and co-operate with them with the Police in your mehals.

ARTICLE 5.

The villages, inams, wuttuns, etc., in His Highness the Rajah's country held by you up to the war, together with the umuls and villages in the Nizam's country now in your possession, will be continued to you, this government also retaining its umuls in your territory. All doomala villages, lands, wurshasuns, dhurmadaos, dewasthans, rozindars, khyrats, nemnooks, as also the jaghires of darukdars and karkoonee, etc., are to be continued to the several parties as heretofore, without objection, together with the lands held by virtue of Sunnuds, although they may have been on certain grounds placed under attachment. Should any of the parties enumerated above act improperly, or die intestate, you are to report the same to this government, when His Highness, with the concurrence of the British Resident, will award such punishment to the offender, or direct the resumption of the land as may appear expedient. If any landholder creates a riot, or raises a rebellion in your country, or refuses to acknowledge your supremacy, or if a wuttundar dies intestate, you should attach his wuttun and report the matter to government, when His Highness, with the concurrence of the British Resident, will issue such orders as may appear expedient, and to which you are to conform accordingly.

ARTICLE 6.

You should endeavour to make your subjects happy, distribute justice impartially, and adopt measures for the prevention of theft, murder, and other crimes. If these are not done, and if justice is not administered properly, and complaints are made to this government, His Highness, in conjunction with the British Resident, will enquire into the complaint, and issue such orders as may appear necessary, to which you are to conform; but if you do not do so, and the country continue in a state of misgovernment, and crimes are of frequent occurrence, His Highness will, with the concurrence of the British Resident, adopt such preventive measures as may appear expedient to him.

ARTICLE 7.

During the administration of Bajee Rao Rughoonath a dispute having arisen between you and Tooljajee Bhonslay for division of property, the same was decided, and deeds of acquittance passed by you both, which are approved of and confirmed by this government, and you both are to abide by the same accordingly.

ARTICLE 8.

You should not, without the knowledge of this government, muster a force and engage in hostilities with any person. If any dispute arises among you respecting Bhaoopoona rights, etc., you should quietly refer the matter to this government, when His Highness, with the concurrence of the British Resident, will issue the necessary orders in the case, and to which you are to conform.

ARTICLE 9.

With the exception of the subjects of this government, you are to hold no intercourse nor to carry on correspondence with Bajee Rao Rughoonath or any other Prince or Chieftain. If you do, your country will be resumed.

ARTICLE 10.

Should an offender from your country take shelter within the territories of His Highness, you are to report the same to this Government, when measures will be taken to apprehend the offender and make him over to you. In like manner offenders from the territories of His Highness or of the British Government, taking shelter within your mehals, should be immediately apprehended and delivered up by you to whichever government they may belong. Further, you are to aid and assist the officers of either government who may enter your jurisdiction in pursuit of offenders.

ARTICLE 11.

So long as you continue in good faith and render faithful service, your mehals, etc., will be continued to you uninterruptedly by this government, for which you have the guarantee of the British Government, and which is agreed to by His Highness.

ARTICLE 12.

All titles and customary forms of respect hitherto enjoyed by you shall be continued. You are to represent all your affairs to this government; such requests as are reasonable will be granted, and such as are not will be refused.

ARTICLE 13.

As the country of His Highness adjoins your territory, it might be necessary at a future period to effect certain territorial exchanges, with the advice of the British Resident, for the good of the country, and for the purpose of defining distinctly the boundaries of the two governments, care being taken to secure you from loss. You are required to agree to this arrangement.

ARTICLE 14.

You are to attend on His Highness annually, at the celebration of the Dussera festival, as also at other times when your presence may be required. You are also to accompany His Highness whenever he may proceed on a long journey.

The circumstances contained in the foregoing 14 paragraphs are confirmed.

SEAL OF THE RAJAH OF SATARA.

Dated the 29th Ramzan Soor Sun Ahdee-wu-Ushreen-wu-Myatein-wu-Ulf, corresponding with the 11th July A.D. 1820.

No. II.

ADOPTION SANAD granted to the RAJAH of AKULKOTE,—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued; in fulfilment of this desire this Sanad is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will permit and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements, which record its obligations to the British Government.

CANNING.

Dated 11th March 1862.

Similar Sanads were granted to the Pant Pratinidhi of Aundh, the Pant Sachiv of Bhor, the Nimbalkar of Phaltan and the Daphle of Jath.

No. III.

TRANSLATION of a "YADEE" from the RAJAH of AKALKOT to the acting Sub-Collector and Political Agent for Akalkot dated 27th August 1865, No. 125, ceding JURISDICTION to the BRITISH GOVERNMENT over the lands in the State occupied by the GREAT INDIAN PENINSULA RAILWAY,—1865.

I have received your letter regarding the giving land from my State for the Railway and works connected therewith.

I agree to give, according to the subjoined conditions stated in your letter, land in my Ilakha, for the Railway, as other Rajas and Chiefs have done in the hope of advantage to my people and merchants and to my State.

The conditions are these :—

1st.—All land, required by Government for the Railway or Railway works and buildings, is given in perpetuity, with the entire jurisdiction thereof.

2nd.—All persons residing within the limits (of the land given) whether subjects of my State or Government, will be considered as under the jurisdiction of the Government officers of the Railway.

3rd.—All disputes between the Officers and servants, etc., of the Railway and the subjects of the State living outside the Railway limits will be heard and settled by the Agency (*i.e.* Political) Officer.

Thus I have signified my agreement to give land in my Ilakha for the Railway works on the above conditions.

No. IV.

AGREEMENT made by SHAHAJI RAJA BHOSLE, CHIEF of AKALKOT for the cession of JURISDICTION to the BRITISH GOVERNMENT over the land in the AKALKOT STATE occupied by the SOUTHERN MAHRATTA RAILWAY,—1887.

I, Shahaji Moloji Raja Bhosle, hereby cede to the British Government full jurisdiction, short of sovereign rights, in those portions of land within my State now occupied, or which may hereafter be occupied by the Railways comprised in the Southern Mahratta Railway system, including the land occupied by stations, out-buildings, and for other Railway purposes; such jurisdiction to be exercised by the British Government for so long as the land shall be required for the purposes of the said Railways and to be restored to me or to my successors when the land is no longer so required.

Executed at Akalkot this fourth day of March 1887.

SHAHAJI MOLOJI,
Raja Bhosle.

No. V.

AGREEMENT between the POLITICAL AGENT of AKALKOT acting under the authority of HIS EXCELLENCY THE GOVERNOR OF BOMBAY in Council, on behalf of the BRITISH GOVERNMENT, and the RAJA of AKALKOT STATE, on behalf of himself, his heirs and successors regarding the manufacture, consumption and sale of OPIUM in the AKALKOT STATE,—1891.

Whereas in accordance with the existing relations between the British Government and the Raja of Akalkot, the cultivation of poppy and the manufacture of opium is prohibited in the Akalkot State and no opium may be consumed in the said State other than opium on which there has been paid to British Government the duty at the time payable to the said Government in respect of opium consumed in the Presidency of Bombay and whereas in consideration of the covenants on the part of the Raja of Akalkot hereinafter contained the British Government has agreed to relinquish one-fifth of the said duty on all opium that shall be hereafter conveyed into the said State for consumption therein in accordance with the said covenants.

2. The Raja of Akalkot agrees with the British Government with reference to all former agreements on the same subject-matter as follows, *viz.*:—

(1) That the opium from time to time required for consumption within his territory shall be obtained in one of the three following ways only (namely)—

(*a*) by direct importation from Malwa, Mewar, Marwad, and Rajputana or

(*b*) by purchase in Bombay, or

(*c*) by purchase at any convenient opium depôt of the British Government;

and that all opium so procured shall be imported into transported through or exported from British India as the case may require in accordance with the law and rules regarding import transport and export of opium at the time in force in the part of the British India into through or from which such import transport or export is necessary.

(2) That he will adopt such measures as shall from time to time appear to the British Government to be necessary for effectually preventing any export and any illicit import of opium across his frontier.

(3) That the retail sale of opium within his territory shall henceforward be conducted by licensed vendors only or departmentally by State servants.

(4) That opium shall not be supplied to any of the said licensed vendors except on payment of a price which is not less than the price at which at the time being licensed vendors are being supplied in the British District of Sholapur.

(5) That no licensed vendors in his territory shall at any time be permitted to sell opium by retail at a price which is lower than the lowest price at which licensed vendors are at the time being authorized to sell it in the British District of Sholapur.

(6) That the system for the retail vend of opium in his territory shall be henceforward assimilated in its general features to that in force in the British District of Sholapur.

(7) That he will forthwith introduce and enforce in his territory the regulations published under Government Notification No. 4472-A., dated 3rd June 1885 (Revenue Department), and will hereafter from time to time adopt and enforce any change in the said regulations or any new regulation similar in effect to any provision of the law or rules regarding opium for the time being in force in British India, which the Governor in Council of Bombay shall in the interests of the British opium revenue desire him to adopt and enforce.

(8) That he will furnish every half-year on the 1st February and 1st August to the British Political authorities of the State in such form as the Governor in Council of Bombay shall after consulting the Commissioner of Customs, Salt, Opium and Abkari, Bombay, from time to time prescribe accurate accounts for the opium transactions of his territory.

3. The British Government agrees that so long as the Raja of Akalkot duly fulfils the foregoing covenants one-fifth of the duty which would be leviable by the British Government under the law and orders at the time being in force on any opium conveyed into the territory of the Raja of Akalkot in accordance with this agreement, if the same were required for consumption in the Presidency of Bombay, shall be remitted, or if duty has already been paid on any such opium, as if the same were to be consumed in the Presidency of Bombay, then that the one-fifth of the amount of the duty which has been so paid shall be refunded to the Raja of Akalkot provided that the British Government may at any time hereafter with or without the consent of the said Raja of Akalkot alter the rate of duty to be remitted or refunded under this clause, and no such alteration shall in any way release the said Raja of Akalkot from any of the covenants performable by him under this agreement.

4. And it is further agreed between the parties hereto that in this agreement the word "opium" shall have the same meaning as in the Opium Act (I of 1878) or any other law regarding opium for the time being in force in the Presidency of Bombay.

This agreement agreed to at Bombay on 25th December 1891.

SHAHAJI MALOJI,
Raja Bhosla.

P. C. H. SNOW,
Political Agent, Akalkot.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

SIMLA;
The 7th May 1892.

H. M. DURAND,
Secy. to the Govt. of India,
Foreign Department.

No. VI.

ABKARI AGREEMENT,—1894.

ARTICLES of AGREEMENT for leasing the ABKARI REVENUE of the AKALKOT STATE to the BRITISH GOVERNMENT for a term of ten years from first August one thousand eight hundred and ninety-four to thirty-first July one thousand nine hundred and four.

Preamble.—Whereas it is considered desirable to place the Administration of the Abkari revenue of the Akalkot State on the same footing as the Administration of the Abkari revenue of the British Collectorates adjoining the Akalkot State which has recently been improved in accordance with the provisions of the Bombay Abkari Act, 1878, and especially with a view to prevent injury to the Abkari revenue of either the Collectorates or the Akalkot State by illicit manufacture of liquor or by the smuggling of liquor from one territory into the other, the following articles have been agreed on between Meherban Shahaji Maloji *alias* Baba Saheb Raje Bhonsle, Chief of Akalkot, on behalf of himself, his heirs, and successors on the one part, and C. B. Winchester, Esq., I.C.S., Political Agent, Sholapur, for the time being, on behalf of the British Government, on the other.

ARTICLE I.

The Raje Saheb engages that the law of the Akalkot State as regards Abkari shall be the Bombay Abkari Act of 1878, or any law which may hereafter be substituted for that Act in the Bombay Presidency.

ARTICLE II.

In order that the new system of Abkari administration in the Akalkot State may be effectually organized on the principles of the Bombay Abkari Act, the Raje Saheb engages hereby to farm the entire Abkari revenue of the State to the Bombay Government for a term of ten years from 1st August one thousand eight hundred and ninety-four to 31st July one thousand nine hundred and four, in consideration of an annual payment of (Rs. 6,609-15-10) six thousand six hundred

and nine, annas fifteen and pies ten, being the average of the total net Abkari revenue of the Akalkot State from the year 1881-82 to 1892-93 *plus* about 25 per cent. in consideration of any possible increase of revenue during the term of the lease.* This sum to be paid in equal moieties half-yearly on the 10th January and 10th July of each year.

* In calculating the amount of compensation, the average net receipts of the Akalkot Treasury from toddy (or the juice of different kinds of palm trees) are included as such items are Abkari revenue under the Bombay Abkari Act.

Article III.

During the term of the farm the administration of the Abkari revenue of the Akalkot State will be conducted by such Officers as Government may appoint on the following principles :—

(*a*) The rates of taxation of liquor in the Akalkot State and in the Collectorates to be equivalent.

(*b*) Such reasonable facilities for obtaining a supply of liquor for consumption are to be afforded to the people of the Akalkot State as are afforded to the people of the adjoining Collectorates.

(*c*) The retail selling price of liquor to be the same in the Akalkot State and in the Collectorates so as to remove any inducement to the people of one territory to consume liquor sold in the other territory on account of its being cheaper.†

Article IV.

But during the term of the farm the Officers appointed by Government will consult the Raje Saheb regarding details of Abkari administration, such as the number and position of liquor shops, the persons to receive retail licenses, and the like, and will consider the wishes of the Raje Saheb on such points.

Article V.

It is understood that the farm conveys to the Government of Bombay no right of ownership in palm and other toddy-producing trees or in the land on which they stand.

Article VI.

On his part the Raje Saheb engages cordially to co-operate in carrying on the provisions of the Abkari Law and Rules, and to do his best by himself, his heirs and successors and by his subordinate officers to prevent all illicit possession, manufacture, sale, and transport of liquor or of the materials or implements used for its manufacture in accordance with the provisions of the Act and of any Rules which may be made under it.

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† Under the last stipulation it will not be necessary to forbid sale of liquor in the Akalkot State shops to British rayats or vice versâ.

ARTICLE VII.

It is understood that all offences against the Abkari Law will be cognizable under section 51 of the Abkari Act by the Akalkot State Criminal Courts in the same manner as other offences are cognizable.

ARTICLE VIII.

During the term of the farm the Abkari accounts of the Akalkot State will be kept separately from those of the adjoining Collectorates, and an annual account given to the Raje Saheb for his information.

ARTICLE IX.

At the conclusion of the ten years' farm the management of the Abkari revenue of the State will revert to the Raje Saheb.

ARTICLE X.

The Raje Saheb engages on behalf of himself, his heirs, and successors thereafter, to conduct the administration of it in accordance with the principles laid down in the preamble of this agreement, *viz.*:—

To maintain the same Abkari Law and Rules as may be in force in the neighbouring Collectorates.

To impose rates of taxation on liquor equivalent to those in force in the Collectorates. So to manage his revenue that injury shall not be caused by it to the Abkari revenue of the Collectorates and to make his Agreements in consultation when necessary with the Political Agent, Sholapur, for the time being with this view.

Provided always that this article does not bind the Raje Saheb to any arrangements injurious to the legitimate interests of the State or revenue, and that it is understood that the Abkari revenue of the Collectorates will in like manner be so managed as not to cause injury to the legitimate revenue of the State.

This Agreement agreed to at Bombay, the 23rd day of January 1894.

SHAHAJI RAJE BHOSLE,
Raja of Akalkot.

CAMP CHINDIGAON,
SHOLAPUR DISTRICT;
The 29th January 1894.

C. B. WINCHESTER,
Political Agent,
Sholapur.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

SIMLA;
The 14th June 1894.

W. J. CUNNINGHAM,
Secretary to the Government of India,
Foreign Department.

No. VII.

DEED executed by the REGENT OF AKALKOT ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the State occupied by the BARSI LIGHT RAILWAY,—1926.

I, Tarabai Bhosale, Regent of Akalkot, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Barsi Light Railway (including all land occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

AKALKOT;
Dated 21st July 1926.

T. BHOSALE,
Regent Rani Saheb, Akalkot.

VI.—POONA AGENCY.

Bhor.

The Pant Sachiv of Bhor is one of the eight hereditary ministers of the old Mahratta empire. Chimnaji Sachiv, with whom the first Engagement (No. I) was made by the British Government in 1820, was one of the earliest to abandon the cause of Baji Rao after the proclamation of the 11th February 1818. He died in 1827, and was succeeded by his adopted son, Raghunath Rao Chimnaji, with whom an Engagement (No. II) for the exchange of territory was concluded in 1830.

Chimnaji Raghunath was adopted by his uncle, Raghunath Rao, on the latter's death-bed in 1837. A new Engagement (No. III) was concluded with Chimnaji in 1839, by which he undertook among other things to abolish all transit duties in his territory. On his adoption he was required to pay a nazarana of Rs. 53,021 to the Raja of Satara, and Rs. 27,703 to the British Government.

In 1862 the Ruler of Bhor received a Sanad of Adoption (*see* Sholapur Agency No. II).

Chimnaji Raghunath died in 1871, and was succeeded by his son, Shankarrao. In 1874, on the understanding that he was not at liberty to impose any new taxation without the consent of Government, he was entrusted with the management of his State. The family enjoys an assignment of approximately six per cent. on the revenues of certain villages in the Deccan and Khandesh, and a considerable jagir to the south-west of Poona.

In 1871 the Pant Sachiv agreed to an exchange of lands in connection with the Kadakwasla lake.

With a view to assimilating the abkari administration in Bhor to the system in force in the adjoining British districts, the Pant Sachiv entered into an Agreement in 1885 (No. IV) by which the management of the abkari revenue of the State was transferred to the British Government up to the 31st July 1894, in consideration of an annual payment of Rs. 12,448-13-8. This agreement was renewed in 1894 for a further period of ten years, the annual payment being increased to Rs. 19,148-6-3. The toddy revenue of the talukas of the Bhor State above the ghats, which was excluded from the scope of the previous agreement, was also transferred. The agreement was again renewed for further periods of ten years in 1904 and 1914, when the annual payment was increased to Rs. 38,150. Negotiations are in progress for a further renewal (including foreign liquor), for another period of 10 years from the 1st August 1924.

In 1890 the Pant Sachiv entered into an Agreement (No. V) to abolish all taxes or imposts on the import, export and measurement of commodities other than snuff, sulphur and poisonous drugs.

The arrangements for assimilating the system of taxation and control of hemp drugs to the British system were accepted in 1903 by the Pant Sachiv, in consideration of an annual payment of Rs. 1,731-7-11. This arrangement has been renewed from time to time, the last renewal being for a period of 10 years from the 1st April 1925, on an annual payment to the State of Rs. 14,953 subject to adjustment so as to bring the total compensation up to the actual revenue realised.

In 1880 he entered into an agreement by which he undertook to prohibit the cultivation of the poppy in Bhor, and the illicit importation of opium into his territory. This was renewed with certain alterations in 1887, and in 1897 a further Agreement (No. VII) was made.

In 1882 the Chief surrendered certain lands required for the Bhatghar reservoir in connection with the Nira canal works, but the formal Agreement (No. VI) was not executed till 1897.

Shankarrao died on the 17th July 1922 and was succeeded by his only son the present Pant Sachiv Raghunathrao, born on the 20th September 1878.

Land in 38 villages in Bhor State, measuring 5,206 acres and assessed at Rs. 3,198, was acquired in 1924-25 for the extension of the Bhatghar reservoir. The question of compensating the Pant Sachiv for this loss of territory is under consideration.

The Pant Sachiv enjoys plenary jurisdiction, that is power to try for capital offences, without permission from the Political Agent, all persons in his territories except Europeans, including European British subjects, Americans, Government servants and other British subjects.

In 1927 the Ruler of Bhor was granted a permanent salute of 9 guns.

The area of Bhor is 925 square miles; the population, according to the Census of 1921, 130,420; and the gross revenue about Rs. 6,00,000. The Pant Sachiv pays a tribute of Rs. 4,684 to the British Government

The armed forces of the State consist (1926) of 23 Cavalry, 48 Infantry and 132 Armed Police.

No. I.

AGREEMENT with the PUNT SUCHEO, dated 22nd April 1820.

TERMS fixed by CAPTAIN JAMES GRANT SAHIB BAHADOOR on the part of the HONOURABLE COMPANY BAHADOOR with RAO SAHIB MOOSHFUCK MEHERBAN CHIMNAJEE PUNDIT SUCHEO.

The possessions of the Punt Sucheo came under the British Government along with the rest of the country, but the antiquity and respectability of the family having been duly considered, the British Government have freely bestowed and made over to him the whole of his possessions as formerly held up to the war, with the exception of his possessions within the territory of the Nizam. The districts of the Punt being within the limits of the territory made over by Treaty to His Highness the Rajah of Satara, the Punt, therefore, is placed under the government of His Highness. The British Government is the guarantee, and the terms are fixed as follows :—

1st.—That the inhabitants of the country under the Punt Sucheo may be protected, justice must be properly administered, and a proper police established for the prevention and detection of thieves and robbers ; but if this is not attended to and people are obliged to bring forward complaints in consequence of the want of police and justice, in that case, whatever orders may be given on the subject by His Highness's government, with the advice of the Agent of the British Government, must be carried into effect.

2nd.—An effective police must be established in the country of the Punt Sucheo sufficient to prevent any inhabitants of his districts from committing robberies within the territories of the British Government or of His Highness, and whenever stolen property may be pointed out within the country of the Punt, or thieves traced into it, both the property and the thief must be delivered over to whichever of the governments may demand them, and assistance must be afforded to officers of either government who may be sent for the apprehension of criminals and offenders. In the event of a failure in these respects taking place, all arrangements made by the government of His Highness, at the recommendation of the Agent of the British Government, must be carried into effect.

3rd.—Excepting those under the government of His Highness, no intercourse or communication by letter can be allowed with any Chiefs, such as Bajee Rao Sahib or other Princes, Chieftains, Commanders, and others, nor is it permitted to send aid to any one whatever. This Article forms the basis of the agreement ; and if it is departed from, all advantages appertaining to the Punt by virtue of the present agreement shall be forfeited.

4th.—Without the knowledge and permission of government no extra troops are to be levied, or war entered upon with any one. In all domestic disputes about relationship, and such like, no appeal to arms will be permitted, but information is to be sent to the Agent of the British Government, who will communicate

with the government of His Highness, and the decisions given in consequence must be attended to.

5th.—In the event of disputes occurring relative to items of revenue which belong to the Punt Sucheo in the countries of the Putwurdhuns and others, intelligence must be given to the Agent of the British Government, after which proper arrangements will be made, but no separate communication by letter is ever to be made.

6th.—As the country of the Punt Sucheo is surrounded by the territories of the British Government and of His Highness, it may be necessary to make exchanges on account of police arrangements, or for the defining of boundaries; therefore such exchanges shall take place provided they are not injurious to the Punt.

7th.—A yearly payment of ten thousand rupees was made by the Punt Sucheo to the government of the Peishwa as an allowance for elephants, but the village of Sonapore having been taken by the Peishwa's government, and which at present is in the possession of the British Government, therefore a deduction of Rupees 1,000 is allowed, and the annual payment fixed at Rupees 9,000 to the Government of His Highness as follows:—

	Rs.
A payment of Rupees 2,000 annually made by the Punt Prithee Nidhee to the Punt Sucheo is now transferred to His Highness	2,000
Amount enam payments from the hoozoor mamla of Karar, formerly paid to the Punt and now transferred to His Highness	1,000
A cash payment to be made yearly by the Punt to His Highness' government: items of revenue or villages to be made over to the government of His Highness as may be arranged by the Agent of the British Government to the amount of	6,000*
TOTAL .	9,000

8th.—All doomalla, dhurmadao, enams, wurshasun, dewasthan, rozindar, nemnook, daruk, and such like allowances which at present exist within the territory of the Punt, must be continued to their holders; there must be no occasion for complaints on these points.

9th.—As the country of the Punt is surrounded by the territories of the British Government and of His Highness, it is therefore required that, in the event of disturbances taking place, every assistance be given on the requisition of the mamlutdars of either of the governments.

	Rs.
*The following deductions have since been made on account of the Satara Amal received by the Chief of Bhor from the villages of Aklej, Bhalvani, and Brahmapuri in the Khawdharpur taluka now comprised in the Sholapur Collectorate (in native currency) .	500
Difference in value between British and Native currency	224
On account of compensation for loss sustained by the Chief of Bhor in connection with the Nira Canal project	589
	1,313
Leaving a balance to be paid by the Chief annually of	4,687

10th.—At the annual festival of the Dusserah, the Punt Sucheo must always appear in person under the government of His Highness. All titles and honors hitherto enjoyed by the Punt Sucheo shall be continued. In a'l ten Articles, which must not be departed from.

Dated 22nd April 1820, corresponding with the 8th Rujjub Sunnut Ashreen-wu-Mystein-wu-Ulf, or Arabic year 1220, at Satara.

JAMES GRANT.

AGREEMENT entered into in July 1820 by HIS HIGHNESS the RAJAH OF SATARA with the PUNT SUCHEO.

AGREEMENT on the part of HIS HIGHNESS the RAJAH OF SATARA respecting RAJESHREE CHIMNAJEE PUNDIT SUCHEO, to whom these commands are issued.

The country formerly possessed by you has been freely restored and bestowed through the liberality of the British Government, and an agreement, consisting of ten Articles, has been made out and delivered to you by Captain James Grant Bahadoor, on the part of the British Government. Your country has come within the limits of the territory made over to His Highness by the Treaty with the British Government, and the terms fixed by the British Government having been approved of, the Hoozoor, for the purpose of confirming you in possession, has determined as follows :—

ARTICLE 1.

Should any disturbances take place in the territories of His Highness or of the British Government which adjoin your country, aid must be afforded, by sending all disposable police in your district, on the requisition of the mamlutdars of either government.

ARTICLE 2.

All wuttun and other allowances hitherto possessed by you within the territory of His Highness shall be continued ; and in like manner, all items of revenue belonging to His Highness's government within your country shall continue to be paid ; all doomala villages and lands, wurshasuns, dhurmadaos, dewasthans, rozindars, khyrats, nemnooks, daruks, and all other allowances hitherto enjoyed within your country, must be continued without interruption ; and should at present any investigation be carried on respecting the rights or possessions of those holding them on government deeds, decisions must be given upon the fixed principles of justice, so that no complaints may be made. Should persons holding inheritances of the above-mentioned description raise or excite disturbances, or commit offences against the public peace, or should persons possessed of such inheritances die without heirs, you will fully investigate the matter and state what may appear really just, when His Highness's government, with the advice of the Agent of the British Government, will send such orders as may appear fit, which must be conformed to.

ARTICLE 3.

That the inhabitants of your country may be protected, justice must be honestly administered, and a proper police must be established for the prevention and detection of thieves and robbers; but if this is not attended to, and unjust decisions given, or thefts and robberies become of so frequent occurrence, so that people may be obliged to bring forward complaints, in that case, whatever orders may, in consequence, be issued by His Highness's government, with the advice of the Agent of the British Government, these must be carried into effect.

ARTICLE 4.

Without the knowledge and orders of government no extra troops are to be levied or war entered upon with any one. In all cases of domestic disputes about relationship and such like, no appeal to arms will be permitted, but information is to be sent to government, when such orders as may be sent on the subject, with the advice of the Agent of the British Government, must be considered binding.

ARTICLE 5.

Excepting those under the government of His Highness, no intercourse or communication by letter can be allowed with any Chiefs, such as Bajee Rao Sahib, or other Princes, Chieftains, Commanders, and others, nor is it permitted to send aid to any one, or to become concerned in any assemblage of troops whatever. This Article forms the basis of the present agreement, and if it is departed from, with the advice of the British Government, your possession shall not be continued.

ARTICLE 6.

All offenders and criminals from your country, who may take shelter in the territory of His Highness, shall be delivered over to you; and in like manner all offenders and criminals from the territories of His Highness, or of the British Government, who may enter your territory, shall be given up and delivered over to whichever government they belong; and assistance must be rendered to all officers or people of both governments who may go into your district in pursuit of such offenders.

ARTICLE 7.

Whilst you remain and perform the conditions of your service in good faith, integrity, and fidelity, your possessions shall be continued without interruption on the part of His Highness's government, and on this point the British Government is your guarantee, which His Highness's government approves of and agrees to.

ARTICLE 8.

All titles and honors formerly enjoyed by you shall be continued, and all requests forwarded by you shall be attended to, and if reasonable and proper, they will be granted, but if otherwise, rejected.

ARTICLE 9.

As your country adjoins the territory of His Highness, and it may be necessary in consequence to effect exchanges, either for the purpose of defining boundaries for police arrangements, or for settling revenue matters, therefore such exchanges shall be made with the advice of the Agent of the British Government, provided they are not injurious to your interests.

ARTICLE 10.

You must appear in personal attendance yearly at the festival of the Dussera, and also be present on all occasions of ceremony or congratulation, when your attendance may be required by His Highness; you must also attend in person whenever the establishment of His Highness may move to any great distance.

ARTICLE 11.

A yearly payment of ten thousand rupees was made by you to government on account of elephant establishment, but the village of Sonapore having come into the possession of Government, a deduction of one thousand rupees is allowed in consequence, and the payment of the balance is to be made as follows:—

	Rs.
A payment made annually to you by Purushram Pundit Prithee Nidhee, which is now transferred to His Highness' government . . .	2,000
Payment formerly made to you from the hoozoor mamla of Prant Kurar, now transferred to His Highness' government	1,000
A cash payment to be made yearly by you to His Highness' government or items of revenue, land, or villages as may be arranged by the Agent of the British Government, to the amount of . . .	6,000
TOTAL .	9,000

Dated———July 1820.

No. II.

AGREEMENT for an interchange of territory between the HONOURABLE the EAST INDIA COMPANY and the PUNT SUCHEO of SATARA, dated the 12th April 1830, with Schedule annexed.

ARTICLE 1.

Whereas a mutual interchange of territory between the British Government and the Punt Sucheo has been agreed upon, according to the jummabundee of the year Soorsun Suman-wu-Ushreen-Myatein-wu-Ulf (A.D. 1827-28) after the deductions of purbhar and itlak (alienations, pensions, etc., etc.), and tota khurch (the amount which cannot be realised), to have effect from the 1st of May 1829; and on the 13th of November 1829 a memorandum was prepared of the country to be

transferred, in which certain items remained for adjustment: the following settlement has therefore been determined on:—

Amount of revenue of the country transferred by the British Government to the Punt Sucheo, as by the memorandum of the 13th November 1829				Rs. 32,556 2 83

Deduct—

The produce of the jungle toddy trees (raeemar) of the following villages which have been retained by the Honourable Company:—

	No. of Races.	
Mouza Wangnee	1	
" Sookelee	1	
" Rabgaon	2	
" Waagaon	2	
" Pigonde	1	
	8	Rs. 45 2 0

The tax from persons fishing in the Tam Doho, situated within the boundaries of mouza Tamsolee, of the Nagotna turruf, which is retained by the Honourable Company, and was erroneously included in the Mohturfa of Mamle Palee . .		Rs. 35 0 0		
The proportion of the value of the honey produced on the Races mentioned above		" 3 0 0		
The transit duties, and those on salt, at the Naka of Oomurkhind, which has been retained by the Honourable Company, and was erroneously included in the former memorandum		Rs. 132 3 74		216 1 74
Total transferred by the Honourable Company to the Punt Sucheo				Rs 32,340 1 09
Transferred in lieu of revenue belonging to the Punt's jaghire		Rs. 29,317 3 05		
Transferred in lieu of revenue belonging to the Punt on account of Sahotra and Mokasa:				
Mouza Jhamp . . . Rs.	1,119 1 22			
" Waciolee . . . "	736 3 26			
" Targaon . . . . "	124 2 44			
" Rasul . . . . "	104 3 12			
		3,022 2 04		
				32,340 1 09

Amount of revenue transferred by the Punt Sucheo to the Honourable Company as by the memorandum of the 13th November 1830	Rs. 32,522 0 42
Amount to be added to the Punt's revenue of the twelve villages of the Shee Mahal retained by the Honourable Company in consequence of a mistake in the Koolkurnee's accounts	Rs. 280 1 24
Amount to be added in consequence of the alienations from the Punt's revenue in the Nagotna turruf having been erroneously twice deducted	Rs. 187 1 11
Amount awarded to the Punt Sucheo in lieu of all claims in consequence of certain items which have been disallowed . . .	Rs. 51 0 98

Turruf Nagotna.

Deduct—

Amount overcharged in the Punt's accounts on the price of batty straw	Rs.	131 3 94		
Amount overcharged in the tax on milch cattle	"	37 2 06		
Amount overcharged in the quarternal receipts from the zemindars of turruf Nagotna . .	"	118 1 96		
	"	287 3 96		
Overcharge in the receipts from the zemindars of turruf Ashtumee	"	12 2 80		
				300 2 76
Total transferred by the Punt Sucheo to the Honourable Company				300 7 75
Revenue belonging to the Punt's jaghire . .	Rs.	29,723 3 40		
Revenue derived from the Sahotra and Mokasa :—				
Sahotra . . . Rs.	1,329 0 01			
Mokasa . . . . "	1,687 1 68			
		3,016 1 69		
				32,740 1 09

Abstract.

Transferred by the Honourable Company to the Punt Sucheo .	Rs.	32,340 1 09
Transferred by the Punt Sucheo to the Honourable Company .	"	32,740 1 09
Balance in favour of the Punt Sucheo to be paid annually in cash	"	400 0 0

ARTICLE 2.

The country producing revenue to the above amount of Rs. 32,340-1-09 has thus been transferred, in full sovereignty, by the Honourable Company to the Punt Sucheo in lieu of revenue belonging to that Chieftain, amounting as above, to Rs. 32,740-1-09, and the balance Rs. 400 is to be paid annually in cash to the Punt.

Settled on the part of the Honourable Company by L. R. Reid, Esq., Principal Collector and Magistrate of the Konkan, and on that of the Punt by his Vakeels, Ragho Appajee Mokuddum and Pandoorung Gungadhur Gunpoole, and signed this 18th of Shawul, the 5th of Chintru Vud, Shuke 1752 (the 12th of April A. D. 1830).

L. R. REID, *Principal Collector.*

RAGHO APPAJEE MOKUDDUM.

PANDOORUNG GUNGADHUR GUNPOOLE.

PAPER containing the PARTICULARS of the TRANSFER OF TERRITORY alluded to in Article 1 of the AGREEMENT.

Schedule of villages of Turrufs Palee and Shee Mehal, in which the Honourable Company's rights have been made over to the Punt Sucheo in entire sovereignty.

MAMLE PALEE.

1. The Kusba or town of Palee.

Turruf Huweles.

2. Mouza Oodhur.
3. " Targaon.
4. " Purare.
5. " Khandpolee.
6. " Bhymo.
7. Mouza Wawe.
8. " Rasul.
9. " Ambnole.
10. " Dapore.
11. " Waghosee.

Turruf Asre Adharne.

12. Mouza Ghotnore.
13. " Wawe.
14. " Wasonde.
15. " Mongaon Boozoorg.
16. Mouza Mongaon Khoord.
17. " Muzre Sawe.
18. " Bheleew.
19. " Phulian.

Turruf Antone.

20. Mouza Jhamp.
21. Mouza Wawlolee.
22. Mouza Boorinbalee.

TURRUF SHEE MEHAL.

Turruf Asree Adharne.

1. Mouza Kondgaon.
2. " Ambegaon.
3. " Wanrosee.
4. Muzree Nuogur.
5. Mouza Kanhiwlee.
6. " Tiwree.
7. " Pernlee.
8. " Kansul.
9. Kusba Asree.
10. Mouza Moolshee.
11. " Kulumb.
12. " Hurneree.
13. " Kistwur.
14. Muzree Hednolee.
15. Mouza Wurar.
16. " Kurchonde.
17. " Nanose.
18. " Purgholee.
19. " Amnoree.
20. " Duhigaon.
21. " Gondao.
22. " Chindurgaon.
23. " Hatond.
24. " Mahagaon.
25. " Purlee (inam).
26. " Dhokshet.
27. Muzree Dondiwlee.

Turruf Antone.

28. Mouza Kursamle.
29. " Nennalee.
30. " Pimplolee.
31. " Nagove.
32. " Nagshet.
33. Kusba Antone.
34. Mouza Kulenbosee.
35. " Bulke.
36. " Chinchaolee.
37. " Kandule.
38. " Gondule.
39. " Googoolwara.
40. Mouza Nandgaon.
41. " Gomasee.
42. " Potluj Khoord.
43. " Potluj Boozoorg.
44. " Adoolsee.
45. " Bharje (inam).
46. " Ambnolee.
47. " Amtnonee.
48. " Sideshwur Khoord.
49. " Sideshwur Boozoorg.
50. " Poose.
51. " Khendanee.
52. Mouza Narsoor.

Turruf Huwelee.

53. Mouza Oosala.
54. „ Chive.
55. Muzree Jumpoobara.
56. „ Bhilpara.
57. Mouza Aondhe.
58. „ Koombhargur.
59. Mouza Kuvelee.
60. „ Wafegur.
61. „ Virnnee.
62. „ Kurnujgur.
63. „ Khnolee (inam).
64. „ Murhalee.

ABSTRACT.

Mamle Palee	Villages	22
Turruf Shee Mehal	„	64
		86

SOUTHERN KONKAN;
COLLECTOR'S OFFICE,
12th November 1829.

L. R. REID,
Collector.

Schedule of villages of Mamle Palee and Turruf Shee Mehal retained by the Honourable Company.

MAMLE PALEE.

Turruf Huwelee.

1. Mouza Shilosee.
2. „ Rabgaon.
3. „ Bulhap.
4. „ Chikulgaon.
5. Mouza Oonere Boozoorg.
6. „ Oonere Khoord.
7. „ Piloaree.
8. „ Khoombarshet (inam).

Turruf Asre Adharne.

9. Mouza Oomra.
10. „ Chawunee.
11. Mouza Tookmee.
12. „ Doorshee.
13. Mouza Nere.

TURRUF SHEE MEHAL.

Turruf Huwelee.

1. Mouza Wurrelee.
2. Mouza Pimpiolee.

Turruf Asree Adharne.

3. Mouza Shene.
4. „ Virane.
5. „ Nenegaon.
6. Mouza Wurnone.
6. Mouza Adharne.
7. „ Hetuone.
8. „ Tilhere.

Turruf Antone.

10. Mouza Erul. 1 11. Muzree Kamthe.
12. Muzree Dhugarwaree.

ABSTRACT.

Mamle Palee	Villages	13
Turruf Shee Mehal	„	12
		25

SOUTHERN KONKAN;
COLLECTOR'S OFFICE,
12th November 1829.

L. R. REID,
Collector.

Statement of the amount of revenue mutually transferred between the British Government and the Punt Sucheo, framed according to the accounts of the year A.D. 1827-28, Soorsun Suman-wu-Ushreen-wu-Myatein-wu-Ulf.

Made over by the Honourable Company to the Punt Sucheo in full sovereignty, 22 villages of Mamle Palee	Rs.	11,553	1	65
The Company's share of 64 villages of turruf Shee Mehal . .	„	15,854	3	89
Land customs, including transit duties on salt within the above tract	„	5,148	1	29
	Rs.	32,556	2	83
Made over by the Punt Sucheo to the Honourable Company :—				
The Punt's share of the revenue in turruf Nagotna . . .	Rs.	18,375	2	52
The same in turruf Ashtumee	„	13,122	3	22
The same in 12 villages in turruf Shee Mehal	„	1,023	2	68
	Rs	32,522	0	4
Balance in favour of the British Government	„	34	2	4

SOUTHERN KONKAN;
COLLECTOR'S OFFICE,
12th November 1829.

L. R. REID,
Collector.

No. III.

AGREEMENT between the HONOURABLE EAST INDIA COMPANY and the PUNT SUCHEO, dated the 3rd February 1839.

The late Punt Sucheo Rughoonath Rao having on his death-bed adopted the son of his half-brother, Ramjee Appa, as his heir, which adoption, after a full consideration of the case, the Right Honourable the Governor-General of India

has been pleased to recognize, and orders having been received to this effect from the Honourable the Governor in Council of Bombay, as well as that the present heir, Chimnajee Rughoonath, being of tender years, a Karbaree should be appointed to manage the affairs of the jaghire, a communication was transmitted to Bhore on this subject, and in accordance with this communication, Damodur Moreshwar, Venkajee Rungnath, and Sudasheo Khundi Rao, having waited on the Resident with full powers to make the arrangements pointed out by Government, the following Articles are hereby agreed to by the undersigned on the part of Chimnajee Rughoonath Punt Sucheo :—

ARTICLE 1.

By the 1st and 2nd articles of the Treaty between the British Government and the Punt Sucheo, under date the 22nd April 1820, the Punt is bound to provide for the establishment, in his jaghire, of a good police ; as also that whenever stolen property may be pointed out within the country of the Punt, or thieves traced into it, both the property and the thief must be delivered over to whichever of the governments may demand them, and assistance must be afforded to the officers of either government who may be sent for the apprehension of criminals and offenders. In elucidation of this Article, it is now also agreed that the Punt fully recognizes the right of the officers of the British Government to enter his territory in pursuit of offenders and stolen property ; that he will aid these officers to the utmost of his ability in the performance of this duty ; and that all such offenders and stolen property will be given up without demur to the British Government. All such evidence, etc., also as may be required for the trial of British subjects before British Courts, for crimes committed in the Punt's country, are immediately to be forwarded, as pointed out by the British authorities.

ARTICLE 2.

It is also hereby understood and agreed to by the Punt that the entire jurisdiction, civil and criminal, of the village of Payet, of the Poona Zillah and of the kusba of Neeghoz, of the Ahmednuggur zillah, shall be ceded to the British Government. These two villages being surrounded by the Company's territory, and quite detached from that of the Punt Sucheo, justice will henceforward be administered according to the rules and regulations in force in the British territory.

ARTICLE 3.

Whereas for the promotion of trade and commerce, the British Government has abolished all transit duties, the Punt Sucheo, with the same object, consents to abolish those levies within his territories. The Punt also hereby agrees to adopt the same system as may be adopted by the British Government with respect

to the compensation to be granted to all parties possessing huks on the duties to be abolished by this Article.

ARTICLE 4.

It is also understood and agreed to that the settlement made by the late Raghoonath Rao Punt Sucheo with the bankers, for the payment of the debts of the estate, is to be strictly adhered to, and that no further debt is to be contracted on any account whatever without the sanction of the British Government.

ARTICLE 5.

It is also understood and agreed to that the annual allowances of Radha Bai and Bhuwanee Bai, the grandmother and mother of the late Punt Sucheo, are to be duly paid in the same manner as during the lifetime of Rughoonath Rao.

ARTICLE 6.

It is also hereby declared and agreed to by the Punt Sucheo that the Company's Rupee shall be the current coin within the Punt's territory, in the same manner as in the Company's country.

ARTICLE 7.

The undersigned having been named by Gungabai Sucheo as Karbarees for the management of the estate, they hereby agree that they will faithfully and honestly discharge their duty so as to give satisfaction to the British Government, to the Punt, and inhabitants at large ; yearly accounts of the receipts and disbursements of the jaghire are also to be rendered. And it is clearly understood that these Karbarees may be removed or changed as Government may deem expedient.

ARTICLE 8.

Finally, it is understood that the above agreement refers to the territory of the Punt Sucheo within British jurisdiction.

In all, the eight Articles, as set forth are agreed to.

Sunnut Tissa-wu-Sullaseen-wu-Myatein-wu-Ulf, the 17th of Zilkad, the 3rd of February 1839.

DAMODUR MORESHWUR GANDEKUR, in his own handwriting.

VENKAJEE RUNGNATH, in his own handwriting.

SUDASHEO KHUNDE RAO, in his own handwriting.

Approved and confirmed by the Bombay Government on the 16th February 1839, and by the Right Honourable the Governor-General of India on the 8th April following.

No. IV.

AGREEMENT regarding the ABKARI ADMINISTRATION of the BHOR STATE between JOSHUA KING, ESQUIRE, POLITICAL AGENT OF SATARA, acting under the AUTHORITY of HIS EXCELLENCY the GOVERNOR of BOMBAY in COUNCIL on behalf of the BRITISH GOVERNMENT of the one part and MEHERBAN SHANKAR RAO PANDIT PANT SACHIV, CHIEF of BHOR, on behalf of himself, his heirs and successors of the other part,—1885.

ARTICLE 1.

With a view to assimilating the system of Abkari administration in the Bhor State to the system in force in the adjoining British districts of Poona, Satara and Kolaba and thereby preventing loss to the revenue from Abkari as well in the said State as in the said British districts, the Pant Sachiv agrees that the law from time to time in force in the said British districts regarding Abkari shall also have force so far as may be in the Bhor State.

ARTICLE 2.

In furtherance of the same object the Pant Sachiv agrees to continue the farm of the Abkari revenue of the Bhor State to the British Government until the thirty-first day of July one thousand eight hundred and ninety-four on the conditions :—

(*a*) That the annual sum of rupees twelve thousand four hundred and forty-eight annas thirteen and pies eight comprising the following items shall be paid to him by the British Government in equal half-yearly instalments on the tenth January and tenth July (namely) :—

	Rs.	a.	p.	Rs.	a.	p.
Amount paid annually to the Pant Sachiv as per his agreement of twentieth April one thousand eight hundred and seventy-nine				11,902	5	6
Now added—						
Amount of compensation to be paid annually by the Pant Sachiv to Inamdars and Hakdars in the Sudhagad Mahal for the relinquishment of their Abkari rights				170	4	2
Value of liquor customarily supplied by contractors to the State	15	10	0			
Add twenty-five per cent. on do. .	3	14	6	19	8	6
Value of liquor customarily supplied by contractors on account of the Bhoral duty . .	4	3	6			
Add twenty-five per cent. on do. .	1	0	11	5	4	5
On account of the loss of import duty on Mowra flowers	281	2	6			
Add twenty-five per cent. on do .	70	4	7	351	7	1
TOTAL .				12,448	13	8

(*b*) That the above sum of rupees twelve thousand four hundred and forty-eight annas thirteen and pies eight includes compensation on account of toddy in the Sudhagad taluka only, and therefore whatever sums are realized by the British Government on account of trees tapped in the other talukas shall be paid to the Pant Sachiv from time to time in addition to the annual payment named in clause (*a*) of this article.

(*c*) That the British Government will be prepared to consider claims for compensation on account of any item of Abkari revenue which may hereafter be found to have been overlooked at the time of the execution of this agreement.

ARTICLE 3.

The British Government agrees that during the term of the said farm the Abkari administration of the Bhor State shall be conducted under the orders of the Governor in Council of Bombay in accordance with the law aforesaid and subject to the following conditions, namely :—

(*a*) That the rates of the taxation of liquor in the Bhor State shall be the same as in the aforesaid British districts.

(*b*) That the same reasonable facilities shall be afforded to the inhabitants of the said State to obtain liquor for their consumption as to the inhabitants of the said British districts.

(*c*) That the retail selling prices of liquor shall be the same in the Bhor State as in the said British districts, and there shall be no prohibition of the sale of liquor in shops in the said State to British subjects or *vice versa*.

(*d*) That the Pant Sachiv shall be consulted from time to time as to the number and position of the liquor shops to be licensed in the State, the fitness of the person to whom it is proposed to give retail licenses and such like details of the Abkari administration.

(*e*) That if the farm of the Abkari revenue shall be sublet to a third person, the Pant Sachiv shall be furnished with a copy of such sub-farmer's agreement with the British Government.

ARTICLE 4.

The farm of the Abkari revenue to the British Government for the period aforesaid shall not be deemed to confer upon the said Government any proprietary right to the palm and other toddy-producing trees or to the land in which such trees are growing, but the juice produced from all such trees shall be subject to the farm as an item of Abkari revenue.

ARTICLE 5.

The Pant Sachiv engages cordially to co-operate with the officers of the Bombay Government in giving effect to the provisions of the Abkari law and rules

from time to time in force and will use every endeavour himself and through the subordinate officers of the State to prevent the illicit manufacture, sale, transport or possession of liquor or the unlawful possession or use of any material or implement for manufacturing liquor or any breach of any of the provisions of the said law or rules.

ARTICLE 6.

All offences against the said Abkari law and rules committed in the Bhor State shall be cognizable by the ordinary Criminal Courts of the State.

ARTICLE 7.

The British Government agrees that during the term of the said farm a separate account shall be kept of the Abkari revenue of the Bhor State and that a copy of the account shall be given, if required, annually to the Pant Sachiv for his information.

ARTICLE 8.

On the expiry of the term of the said farm on the 1st August one thousand eight hundred and ninety-four the administration of the Abkari revenue of the Bhor State shall revert to the Pant Sachiv, but the Pant Sachiv agrees that on and after the said date :—

(*a*) The same Abkari law and rules which are in force in the adjoining British districts of Poona, Satara and Kolaba shall be maintained in the State.

(*b*) The rates of the taxation of liquor in the State shall be the same as in the aforesaid British districts.

(*c*) The Abkari administration of the State shall be in every way so conducted as not to cause injury to the Abkari revenue of the adjoining British districts, and the Political Agent shall be consulted, when necessary, with a view to preventing any such result. But nothing in this article shall be deemed to require the Pant Sachiv to make any arrangement injurious to the legitimate interests of the Bhor State, and the British Government undertakes that the Abkari administration of the adjoining British districts shall be so conducted as not to cause injury to the legitimate interests of the said State.

Executed at Bhor this twenty-fourth day of November one thousand eight hundred and eighty-five.

J. KING, SHANKAR RAO,
Political Agent, Satara. *Chief of Bhor.*

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

Fort William, the 29th January 1886. H. M. DURAND,
Secretary to the Govt. of India, Foreign Dept.

No. V.

BHOR AGREEMENT,—1890.

ARTICLE of AGREEMENT for the removal of restrictions on FREE TRADE in the BHOR STATE under the Poona Political Agency.

PREAMBLE.

Whereas the Chief of Bhor declared on the 1st August 1887 his intention to abolish the duties on export and import known as Stalmod and Sthalbharit, and whereas it is considered by the Governor of Bombay in Council desirable to obtain an engagement from the Chief of Bhor that he will continue this policy in regard to free trade, the following article in this view is agreed upon between Meherban Shankarrao Pandit, Pant Sachiv, Chief of Bhor, on behalf of himself and his heirs and successors on the one part, and W. A. East, Esquire, Political Agent of Poona, for the time being, on behalf of the British Government on the other.

ARTICLE 1.

The Pant Sachiv engages to abolish within his territory from henceforth all taxes or imposts on the import, export or measurement of commodities other than snuff, sulphur and poisonous drugs: Provided that nothing contained in this article shall be construed to prevent the levy of any tolls on bridges, roads, ferries, canals or causeways for the repair or maintenance of the same, or of any Octroi levied upon articles consumed within Municipal limits or of any taxes constituting the Abkari revenue.

Executed at Bhor this 22nd day of October 1889.

W. A. EAST,
Political Agent, Poona.

SHUNKER RAO,
Chief of Bhor.

No. VI.

AGREEMENT between the POLITICAL AGENT of POONA, acting under the authority of HIS EXCELLENCY the VICEROY and GOVERNOR-GENERAL of INDIA in COUNCIL, on behalf of the BRITISH GOVERNMENT, and RAO SAHEB MEHERBÁN SHANKARRAO CHIMNAJI, PANT SACHIV of BHOR, on behalf of himself, his heirs and successors, regarding the surrender of lands in the Pant's Jaghir taken up for works in connection with the Nira Canal,—1897.

ARTICLE I.

The Pant, in consideration of the concessions to be made to him by the British Government in accordance with Article 4 of this Agreement, agrees to surrender

to the British Government the lands delineated in a sketch plan signed by the parties to this Agreement and deposited in the office of the Chief Secretary to the Government of Bombay, and more particularly described in the list marked " A " appended to this Agreement, and signed by the parties hereto, together with all proprietary and other rights possessed by him in and over the same.

ARTICLE II.

The Pant, at the request of His Excellency the Governor of Bombay in Council, also authorizes such officers, as His Excellency in Council may from time to time appoint, to perform the duties of Police Officers, and to exercise civil and criminal jurisdiction for and on behalf of himself within the limits of the said lands.

ARTICLE III.

The Pant also undertakes that he will promptly and liberally settle all just claims of village servants useful to the State, whose lands or allowances are included in or appertain to the said lands only to the extent of the compensation received from the British Government for their claims.

ARTICLE IV.

The British Government, in consideration of the foregoing particulars agreed to by the Pant, agrees that, with effect on and from the sixth day of June 1882,

(1) the claims of Government against the Pant on account of amals, judi and other items of land-revenue in the Poona and Satara districts, to the aggregate annual amount of Rs. 3,941-10-2, which are set forth in the list marked " B," hereto appended and signed by the parties hereto, shall be remitted in perpetuity ;

(2) the kurans described in the list marked " C," hereto appended and signed by the parties hereto, from which a revenue amounting on an average to about Rs. 534-1-4 per annum has hitherto been derived by Government, shall belong exclusively to the Pant as part of his jaghir, free of all claim thereto or thereover on the part of the British Government but subject nevertheless to the condition that the Pant shall always carefully conserve the same as forest ;

(3) the sum of Rs. 592 shall be remitted in perpetuity out of the sum of Rs. 5,276, which the Pant pays annually into the Satara treasury on account of *pilkana bab*.

ARTICLE V.

The Pant agrees to receive the remission of the said sum of Rs. 592 annually in lieu of a supplementary cash payment of Rs. 11,844-12-6, on which it represents

interest at the rate, approximately, of five per centum per annum. The said supplementary cash payment is calculated to be due to the Pant as follows, *viz.* :—

	Rs.	a.	p.
(*a*) On account of compensation payable to him for items not covered by the concessions made by the British Government as per clauses (1) and (2) of Article 4	7,749	1	8
(*b*) On account of five per centum of the sum of Rs. 81,913-10-4 (that being the aggregate of the compensation which, it is calculated, would be payable to the Pant, if he were to receive a cash payment for the whole of his claims in respect of the lands surrendered by him under this Agreement)	4,095	10	10
TOTAL .	11,844	12	6

ARTICLE VI.

The Pant agrees to receive such portion of the said annual remission of Rs. 592 as represents interest at five per centum per annum on the said sum of Rs. 4,095-10-10 in complete satisfaction of all errors and omissions which may have occurred in calculating the amount of compensation payable to him in respect of the lands aforesaid.

ARTICLE VII.

The British Government agrees that the ferries and boats in use by the Bhor State on the Bhatgar Reservoir shall remain as hitherto uninterfered with by the British authorities.

ARTICLE VIII.

The British Government also agrees that the ways and paths now in use for fetching water from the Reservoir for drinking purposes and for the village cattle shall be open as hitherto.

Executed at Bhor this fifth day of July 1897.

RUHANET, *Political Agent.*

SHUNKER RAO, *Pant Sachiv.*

Approved and confirmed by the Government of India.

By order,

CALCUTTA ;

The 18th December 1897.

W. J. CUNINGHAM,

Secretary to the Government of India in the Foreign Department.

Here follow Lists A, B and C.

No. VII.

OPIUM AGREEMENT,—1897.

AGREEMENT between the POLITICAL AGENT of POONA, acting under the authority of HIS EXCELLENCY the GOVERNOR of BOMBAY in COUNCIL on behalf of the BRITISH GOVERNMENT and MEHERBAN SHUNKER RAO PANDIT PANT SACHIV, CHIEF of BHOR, on behalf of himself his heirs and successors regarding the manufacture, consumption and sale of opium in the Bhor State.

Whereas in accordance with the existing relations between the British Government and Meherban Shunker Rao Pandit Pant Sachiv Chief of Bhor the cultivation of poppy and the manufacture of opium are prohibited in the Bhor State and no opium may be consumed in the said Bhor State other than opium on which there has been paid to the British Government the duty at the time payable to the said Government in respect of opium consumed in the Presidency of Bombay; and whereas in consideration of the covenants on the part of the Chief of Bhor hereinafter contained the British Government has agreed to relinquish the portion of the said duty on all opium that shall be hereafter conveyed into the said Bhor State for consumption therein in accordance with the said covenants.

2. The Chief of Bhor agrees with the British Government with reference to all former agreements on the same subject-matter as follows, *viz.* :—

(1) That the opium from time to time required for consumption within his territory shall be obtained in one of the three following ways only (namely) :—

(*a*) by direct importation from Malwa and Rajputana ; or

(*b*) by purchase in Bombay ; or

(*c*) by purchase at any convenient opium depôt of the British Government ;

and that all opium so procured shall be imported into transported through or exported from British India as the case may require in accordance with the law and rules regarding import transport and export of opium at the time in force in the part of British India into through or from which such import transport or export is necessary ;

(2) That he will adopt such measures as shall from time to time appear to the British Government to be necessary for effectually preventing any export and any illicit import of opium across his frontier ;

(3) That the sale of opium within his territory shall henceforward be conducted by licensed vendors only or departmentally by State servants ;

(4) That opium shall not be supplied to any of the said licensed vendors except on payment of a price which is not less than the price at which at the time being licensed vendors are being supplied in the British districts of Satara, Kolaba and Poona.

(5) That no licensed vendors in his territory shall at any time be permitted to sell opium at a price which is lower than the lowest price at which

licensed vendors are at the time being authorized to sell it in the British districts of Satara, Kolaba and Poona.

(6) That the system for the vend of opium in his territory shall be henceforward assimilated in its general features to that in force in the British districts of Satara, Kolaba and Poona.

(7) That he will forthwith introduce and enforce in his territory the Regulations published under Government Resolution in the Revenue Department No. 7207, dated 18th September 1895 and will hereafter from time to time adopt and enforce any change in the said Regulations or any new Regulations similar in effect to any provision of the law or rules regarding opium for the time being in force in British India which the Governor in Council of Bombay shall in the interests of the British opium revenue desire him to adopt and enforce.

(8) That he will furnish every half-year on the 1st February and 1st August to the British Political authorities of Poona in such form as the Governor in Council of Bombay shall after consulting the Commissioner of Customs Salt Opium and Abkari from time to time prescribe accurate accounts of the opium transactions of his territory.

3. The British Government agrees that so long as the Chief of Bhor duly fulfils the foregoing covenants one-tenth of the duty payable to the British Government on any opium conveyed into the territory of the Chief of Bhor in accordance with the relations between the British Government and the Chief as recited in the preamble to this agreement shall be remitted or if duty has already been paid on any such opium as if the same were to be consumed in the Presidency of Bombay then that the one-tenth of the amount of the duty which has been so paid shall be refunded to the Chief:

Provided that nothing in this Agreement shall affect the ultimate right of the British Government as paramount authority on occasion arising to alter the rate of duty or the proportion thereof to be remitted or refunded under this clause and that no such alterations shall release the said Chief of Bhor from any of the covenants performable by him under this Agreement.

4. And it is further agreed between the parties hereto that in this Agreement the word "opium" shall have the same meaning as in the Opium Act (I of 1878) or in any other law regarding opium for the time being in force in the Presidency of Bombay.

Dated at Bhor this thirteenth day of October 1897.

SHUNKER RAO, *Chief of Bhor.*

A. R. BONUS, *Political Agent, Poona*

VII.—SATARA AGENCY.

1. AUNDH.

The Jagirdar of Aundh has the title of Pant Pratinidhi. The Chief with whom the British Government formed in 1820 its first Engagement (No. I) was Parasram Pandit. The title of Pratinidhi, which means "the likeness and representation of the Raja," was conferred by Rajaram when, during the misfortunes which followed the death of Shivaji, he established a court at Gingi on the plan of the court of his father. The title is higher than that of Peshwa. Parasram Pandit had held the jagir for about forty years before the overthrow of the Peshwa Baji Rao. In 1847 he adopted a son, Srinivas Parasram, on which occasion he was required to pay a nazarana of Rs. 25,000 to the Raja of Satara. Srinivas Parasram succeeded his father in 1848.

In 1862 the Ruler of Aundh received a Sanad of Adoption (*see* Sholapur Agency No. II).

In 1880 the Chief entered into an agreement by which he undertook to prohibit the cultivation of the poppy in his State, and the illicit importation of opium into his territory. This agreement was renewed with some modifications in 1886 and 1897 (*see* Surat Agency, No. IX).

In 1886 the Chief entered into an Agreement (*see* No. III), ceding full jurisdiction over the lands in his State occupied or thereafter to be occupied by the Southern Mahratta Railway.

In 1887 the Chief abolished the imports called 'sthalmod' (import duty) and 'sthalbharit' (export duty) in his territory.

With a view to assimilating the abkari administration in the Aundh State to the system in force in the adjoining British districts, the Chief entered into an agreement in 1879, which was renewed in 1887, 1895 and 1904, when the management of the abkari revenue of the State was transferred to the British Government for ten years, in consideration of an annual payment of Rs. 4,500. The lease has since been renewed, and the annual payment increased, in 1914 (Rs. 11,500) and 1924 (Rs. 15,721), the present Agreement (*see* Southern Mahratta Country States Agency No. XX) having been concluded for a period of ten years from the 1st August 1924.

Srinivas Parasram died in 1901, and his eldest son, Parasram Rao Srinivas *alias* Dadasahib, was installed in 1902. He died in 1905, and was succeeded by his son Meherban Gopal Krishna Rao *alias* Nanasahib. He was deposed in 1907 after trial by a commission. He receives an allowance of Rs. 600 a month and is required to reside at Dharwar.

Passing over Gangadhar Rao *alias* Tatyasahib, second son of Srinivas Parasram, Government selected Tatyasahib's younger brother Bhaw-

anrao *alias* Balasahib, to succeed his nephew Nanasahib. He was installed in 1909, after the State had been administered for two years by the Political Agent, and is the present Ruling Chief of Aundh.

The cultivation of ganja has been prohibited in the State, and the management of the contract of hemp drugs was handed over in 1903-04 to the British Government, in consideration of an annual compensation of Rs. 784-12-0. This arrangement has been periodically continued, on a gradually increasing scale of compensation; it was last renewed in 1925, for a period of ten years, at an annual compensation of Rs. 31,814.

The area of Aundh, which is composed of various isolated Estates, is about 501 square miles; the population, according to the Census of 1921, 64,560; and the total revenues Rs. 3,66,318.

The Chief pays no tribute to the British Government.

The State possesses (1926) 11 Cavalry, 81 Infantry and 52 Armed Police.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

2. Phaltan.

The Chief of Phaltan, styled Nimbalkar, belongs to an ancient family, which long held the district of Phaltan under the Muhammadan rulers of Bijapur. Jan Rao, with whom the British Government formed an Engagement (No. II) in 1820, died in 1827. He was succeeded by Bajaji Naik, who paid a nazarana of Rs. 30,000 to the Raja of Satara. Bajaji Naik died in 1841, when his widow was permitted to adopt Mudhoji Naik, a nazarana of Rs. 30,000 being paid to the Raja of Satara. He suceeeded to the *gaddi* in 1860. The State became embarrassed through the mismanagement of the Chief, and in 1882 the government was entrusted to two joint-administrators. In 1885, order having been to some extent restored, the Jagirdar was reinstated.

In 1862 the Ruler of Phaltan received a Sanad of Adoption (*see* Sholapur Agency No. II).

In 1879 the Chief entered into an agreement by which the management of the abkari revenue of the State was transferred to the British Government. The agreement has been periodically renewed, the present Agreement (*see* Southern Mahratta Country States Agency No. XX) having been concluded in 1924 for a period of ten years, in consideration of an annual payment of Rs. 9,000.

In 1880 the Chief entered into an agreement by which he undertook to prohibit the cultivation of poppy in the State, and the illicit importation of opium into his territory. This agreement was renewed with some modifications in 1887 and 1897 (*see* Surat Agency No. IX).

In 1886 the Chief entered into an Agreement (No. III) ceding full jurisdiction over the lands in the Phaltan State occupied by the Southern Mahratta Railway. In 1924 he entered into another Agreement (No. IV) ceding jurisdiction over the lands in the State to be occupied by the Barsi Light Railway.

In 1887 the Chief abolished the duties 'sthalmod' (import duties) and 'sthalbharit' (export duties).

The cultivation of ganja has been prohibited in the State, and the management of the contract of hemp drugs was handed over in 1903-04 to the British Government, in consideration of an annual compensation of Rs. 1,505. This arrangement has been periodically continued, on a gradually increasing scale of compensation: it was last renewed in 1925, for a period of ten years, at an annual compensation of Rs. 6,729.

Mudhoji Naik died on the 17th October 1916, having ruled the State for nearly 57 years. His only son Vyankatrao, born in 1861, had predeceased him in 1887. The present Chief Malojirao *alias* Nanasahib, born in 1896, was adopted in 1899 by Mudhoji Naik. He was installed, with the full powers appertaining to the Ruler of the State, on the 15th November 1917.

The area of Phaltan is 397 square miles; the population, according to the Census of 1921, 43,286; and the total revenues Rs. 3,74,236

The Chief pays an annual tribute of Rs. 9,600 to the British Government, in lieu of a service of 75 horse.

The State possesses (1926) 5 Sowars and 25 Armed Police.

No. I.

AGREEMENT between the HONOURABLE EAST INDIA COMPANY and the PUNT PRITTEE NIDHEE, of SATARA, dated the 22nd April 1820.

TERMS fixed by CAPTAIN JAMES GRANT SAHIB BAHADOOR, on the part of the HONOURABLE COMPANY, for RAO SAHIB MUSHFUK MEHERBAN PURASHRAM PUNDIT PRITHEE NIDHEE.

The possessions of the Punt Prithee Nidhee came into the possession of the British Government along with the rest of the country; but in consideration of the antiquity and respectability of the family, they have been freely restored in the same manner as they were held up to the period of the war. But as the greater part of the country of the Prithee Nidhee is within the limits of the territory made over by Treaty to His Highness the Rajah of Satara, the Prithee Nidhee therefore is placed under the government of His Highness.

The British Government is the guarantee, and the terms fixed are as follows:—

ARTICLE 1.

That the inhabitants of the country under the Pirthee Nidhee may be protected, justice must be properly administered, and a police established for the prevention and detection of thieves and robbers. Should justice not be honestly dispensed, and thefts and robberies, from the inefficiency of the police, become so frequent that people may be obliged to complain; in the event of such being the case, the Government of His Highness will, with the advice and assistance of the Agent of the British Government, issue directions on the subject which must be attended to.

ARTICLE 2.

An efficient police must be established, so that no inhabitants of the country under the Punt Prithee Nidhee may commit thefts or robberies within the territories of the British Government or of His Highness. Should at any time stolen property be found, or thefts traced by Magistrate within the country of the Punt Prithee Nidhee, the thief and stolen property must be made over to whichever government may demand them. People of either government, who may enter the country of the Prithee Nidhee for the purpose of apprehending criminals and other offenders must have every assistance given to them. If this is not attended to, then whatever appears to be the proper measures shall be suggested by the Agent of the British Government, and corresponding arrangements will be made by His Highness's government.

ARTICLE 3.

Excepting those under the government of His Highness, no intercourse or communication by letter can be allowed with any Chiefs, such as Bajee Rao Sahib,

or other Princes, Chieftains, Commanders, and others, nor is it permitted to give aid or assistance to any one. This article is the basis of the present agreement, and a departure from it will occasion the forfeiture of all advantages possessed by virtue of this agreement.

ARTICLE 4.

Without the knowledge and orders of government no extra troops are to be entertained or war entered upon with any one. In all cases of domestic disputes about relationship and such like, no appeal to arms can be permitted, but information must be sent to the Agent of the British Government, who will represent the affair to the government of His Highness, and such decision as, with his advice, shall be given, must be reckoned binding.

ARTICLE 5.

In the event of disputes taking place regarding items of revenue possessed by the Prithee Nidhee within the districts of the Putwurdhun or others, information of the particulars must be sent to the Agent of the British Government, when a settlement will take place in consequence; but no separate communication is to be made.

ARTICLE 6.

As the country of the Prithee Nidhee adjoins the territories of the British Government and of His Highness, it may be necessary to make exchanges for the purpose of correctly defining the boundary, or on account of police arrangements, but such exchanges shall be made in a manner not injurious to the interests of the Punt.

ARTICLE 7.

The sum of rupees two thousand (2,000) formerly paid yearly by the Prithee Nidhee to the Punt Sucheo has been made over by him to the government of His Highness, to whom it must, accordingly, be paid annually.

ARTICLE 8.

All allowances in the country of the Prithee Nidhee, such as doomala, dhurmadao, inams, wurshasuns, dewasthan, rozindar, nemnook, duruk, and others of the like kind, must be continued as they at present exist: there ought to be no complaints on this head.

ARTICLE 9.

As the British territories and those of His Highness adjoin the country of the Prithee Nidhee, it is necessary that in all cases of disturbance occurring in them, assistance shall be rendered on the requisition of the mamlutdars of either government.

Article 10.

The Punt Prithee Nidhee must appear in personal attendance on His Highness yearly at the festival of the Dusserah. All titles and customary forms of respect hitherto enjoyed shall be continued to the Punt.

In all 10 Articles, as above, which must be observed.

Dated at Satara, the 22nd April 1820, corresponding with 8th Rujjub Sunnut Ushreen-wu-Myatein-wu-Ulf, or Arabic year 1220.

James Grant.

Agreement between the Rajah of Satara and the Punt Prithee Nidhee,—July 1820.

Agreement on the part of His Highness the Rajah of Satara respecting Rajesree Purushram Pundit Prithee Nidhee, to whom these commands are issued.

The country formerly possessed by you has been freely restored and bestowed through the liberality of the British Government, and an agreement, consisting of 10 Articles, has been made out and delivered to you by Captain James Grant Sahib Bahadoor on the part of the British Government. The greater part of your country has come within the limits of the territory made over to His Highness by the Treaty with the British Government, and the terms fixed by the British Government having been approved of, the Hoozoor, for the purpose of confirming you in possession, has determined as follows :—

Article 1.

Should any disturbances take place in the territories of His Highness or of the British Government which adjoin your country, aid must be afforded by sending all the disposable police in your districts on requisition from the mamlutdars of either government.

Article 2.

All wuttun and other allowances hitherto possessed by you within the territory of His Highness shall be continued, and in like manner all items of revenue belonging to His Highness's government within your country must be continued to be paid. All doomalla villages and land, wurshasuns, dhurmadao, dewasthan, rozindar, khyrat, nemnook, duruk, and all other allowances hitherto enjoyed within your country must be continued without interruption, and should at present any investigation be carried on respecting the rights or possessions of those holding them on government deeds, decisions must be given upon the fairest principles of justice, so that no complaints may be made. Should persons holding inheritances of the above mentioned descriptions raise or excite disturbances, or commit offences against the public peace, or should persons possessed of such inheritances die

without heirs, you will fully investigate the matter and state what may appear really just, when His Highness's government, with the advice of the Agent of the British Government, will send such orders as may be fit and proper, which must be conformed to.

ARTICLE 3.

That the inhabitants of your country may be protected, justice must be honestly administered, and a proper police established for the prevention and detection of thieves and robbers; but if unjust decisions are given, and no good police kept up, so that thefts and robberies become of frequent occurrence, and people in consequence may be obliged to bring forward complaints; in the event of such being the case, whatever orders may in consequence be issued by His Highness's government, with the advice of the Agent of the British Government, these must be carried into effect.

ARTICLE 4.

Without the knowledge and orders of government no extra troops are to be levied or war entered upon with any one. In all cases of domestic disputes about relationship and such like, no appeal to arms will be permitted, but information is to be sent to government, when such orders as may be sent on the subject, with the advice of the Agent of the British Government, must be considered binding.

ARTICLE 5.

Excepting those under the government of His Highness, no intercourse or communication by letter can be allowed with any Chief, such as Bajee Rao Sahib or other Princes, Chieftains, Commanders, and others, nor is it permitted to send aid to any one, or to become concerned in the assemblage of any troops whatever. This article forms the basis of the present agreement, and if it is departed from, with the advice of the British Government, your possessions shall not be continued.

ARTICLE 6.

All offenders and criminals from your country who may take shelter in the territory of His Highness shall be delivered over to you, and in like manner all offenders and criminals from within the territories of His Highness, or of the British Government, who may enter your country, shall be given up and delivered to whichever government they belong. Assistance must be rendered to people of both governments who may enter into your country in pursuit of such offenders.

ARTICLE 7.

Whilst you remain and perform the conditions of your service in good faith, integrity, and fidelity, your possessions shall be continued without interruption on the part of His Highness's government, and on this point the British Government is your guarantee, which His Highness's government approves of and agrees to.

ARTICLE 8.

All titles and forms of respect hitherto enjoyed by you shall be continued, and all requests forwarded by you shall be attended to, and, if reasonable and proper, they will be granted, but if otherwise, rejected.

ARTICLE 9.

As your country adjoins the territory of His Highness, and it may be necessary in consequence to effect exchanges either for the purpose of defining boundaries for police arrangements, or for settling revenue matters, therefore such exchanges shall be made with the advice of the Agent of the British Government, provided they are not injurious to your interests.

ARTICLE 10.

You must appear in personal attendance yearly at the festival of the Dusserah, as well as on all occasions of ceremony and congratulation when His Highness may require you to be present in person. Whenever the establishment of His Highness may move to any great distance, you must on such occasions be present and accompany His Highness.

ARTICLE 11.

The Punt Sucheo receives from you a yearly payment of Rupees two thousand (2,000), which is now agreed to be transferred to His Highness on account of the elephant establishment, and you must accordingly pay this sum annually to His Highness's government.

No. II.

AGREEMENT between the HONOURABLE EAST INDIA COMPANY and the DESHMOOK of PHULTON, commonly called the NIMBALKUR, dated the 22nd April 1820.

TERMS fixed by CAPTAIN JAMES GRANT SAHIB BAHADOOR on the part of the HONOURABLE COMPANY for RAO SAHIB MEHERBAN JAN RAO NAIK NIMBALKUR, DESHMOOK of PHULTUN, by which the PERGUNNAH of PHULTUN is made over to him, as he enjoyed the same formerly in personal and military jaghire.

This district, along with the rest of the country, having come into the possession of the British Government, it is now freely bestowed as a military jaghire in consideration of the antiquity and respectability of the family; but as, according to the terms of the Treaty concluded with His Highness the Rajah of Satara, this jaghire is within the limits of his territory, therefore Jan Rao Naik Nimbalkur is to be considered a jaghiredar of His Highness's government. but under the guarantee of the British Government.

The following Articles are agreed to on the part of the British Government and Jan Rao Naik:—

ARTICLE 1.

The Phultun pergunnah having been possessed up to the war as a personal and military allowance, in like manner it is now restored and confirmed. During the government of the Peishwa, the contingent was fixed at three hundred and fifty (350) horse, but in consequence of the country not being in a flourishing state, service to the full amount of this number was not insisted upon.

That Jan Rao Naik may live in affluence and comfort, and also be enabled to keep up his contingent in the most complete state of equipment and readiness for the service, Government have fixed the amount of it at ninety (90) horse, of which number seventy-five (75) must always remain in the service of His Highness the Rajah of Satara, and the remaining fifteen (15) with the Naik.

ARTICLE 2.

The horses and men forming the contingent are to be good, the horses of the value of from Rupees 300 to 400, and to be always kept ready in the service of His Highness's government. Wherever their services may be required, they are to proceed without any delay or remonstrance. They are to be mustered whenever so ordered, and should there be any of the number deficient, such deficiency must be made good at the annual rate of Rupees 300 for each horse, calculated from the period at which the former muster took place; but previous to enforcing the demand, His Highness's government will make a representation of the circumstances and obtain the concurrence of the British Government.

ARTICLE 3.

In the event of the contingent being employed in war, under a requisition from the British Government, should any horses or men in consequence be killed or wounded, it is to be clearly understood that nothing in the way of an equivalent shall be paid by His Highness's government. Risks and casualties of all kinds, including the furnishing of ammunition, are included in the allowance.

ARTICLE 4.

The whole expense of managing the jaghire is to be defrayed without any reference to what is incurred by keeping up the horse. The territories of the British Government and of His Highness being situated close to the jaghire, in the event of any disturbance taking place, on the requisition of the mamlutdars of either of the Governments, aid must be furnished by a ready co-operation with all the disposable police of the jaghire.

ARTICLE 5.

Whatever inam villages, wuttuns, etc., have hitherto belonged to the Naik shall be continued to him in the territory of His Highness, and all items of reve-

nue of His Highness, which lie within the district of the Naik, shall be paid to His Highness's government. Within the jaghire territory all doomalla villages, wurshasun, dhurmadao, dewasthán, rozindar, khyrat, nemnook, daruk, and such like payments, must be continued as they are at this time. All persons having possessions on government grants are not to be interfered with; such interruptions as might exist from temporary causes at the time you received charge (from the British Government) are to be examined, and the claims justly settled. You will be careful that no just cause of complaint is brought forward against you on such points.

In cases where any of the above mentioned possessors of inheritance or allowances shall behave improperly, it will be necessary to acquaint the Agent of the British Government with the particulars, who, in conjunction with His Highness's government, will intimate what course is to be pursued, either in respect to punishment or resumption. Should persons holding such inheritance or allowance raise or excite any disturbance, or commit any offences against the peace of the public, or should persons possessed of such rights die without heirs, you will fully investigate the matter, and state what may appear really just, when His Highness's government, with the advice of the Agent of the British Government, will send such orders as may seem fit, and which must be conformed to.

ARTICLE 6.

That the subjects of the jaghire territory may have protection, justice must be properly administered, and a good police upheld to detect thefts and to suppress gang robberies. If this is not attended to, and the country be without justice, so that people are obliged to complain, the government of His Highness, with the advice and assistance of the Agent of the British Government, having understood the matter, will decide on such subjects, and their decisions must be attended to; and further, in regard to such decisions not being attended to, so that the country may become in a state of misgovernment, and robberies and other crimes of very frequent occurrence, then whatever appears to be proper measures shall be suggested by the Agent of the British Government, and corresponding arrangements will be made by His Highness's government.

ARTICLE 7.

Without orders from government no extra troops are to be levied, and none assembled for the purpose of making war on any one. In matters of family disputes concerning relationship and such like, no appeal to arms can be permitted, but the case is to be represented to the Agent of the British Government, who will communicate with the government of His Highness, and whatever decision is given must be reckoned binding.

ARTICLE 8.

With the exception of those under the government of His Highness, no intercourse or correspondence by letter is to be entered into with such as Bajee Rao

Sahib, or other Princes, Chieftains, Commanders, and others, nor is any aid or assistance by joining the troops of any one to be given. This Article forms the basis of the present agreement, and should what is above written be departed from, the jaghire will not be continued.

ARTICLE 9.

All persons having committed crimes within the jaghire territory, and who may take shelter in the dominions of the British Government or of His Highness, shall be delivered over to Jan Rao Naik Nimbalkur, after information has been given to the Agent of the British Government, and by him communicated to the British Government, or to the government of His Highness, as the case may be; and in like manner, all criminals from the territories of the British Government or of His Highness shall be delivered up by Jan Rao Naik to their respective governments, and assistance must also be rendered to any public servants who may be sent for the apprehension of such persons.

ARTICLE 10.

Whilst Jan Rao Naik shall continue to fulfil the terms of his service in good faith, integrity, and fidelity, the jaghire shall be held without any interruption from His Highness's government; on this point the British Government is the guarantee.

ARTICLE 11.

All titles and customary forms of respect hitherto enjoyed by Jan Rao Naik shall be continued. All requests on the part of the jaghiredar, which may be reasonable and proper, shall be granted, but such as are otherwise shall not be agreed to.

ARTICLE 12.

As the jaghire district adjoins the territory of His Highness, and consequently it may be necessary to effect exchanges of items of revenue or land, either for the purpose of distinctly defining the boundary or on account of arrangements in the police, therefore, on a representation from the government of His Highness, the Agent of the British Government will arrange such exchanges as may be necessary, having previously ascertained that they will not be injurious to the interests of Jan Rao Naik, and such exchanges must be made accordingly.

In all 12 Articles, as above, which must be observed.

Dated at Satara, the 22nd April 1820 (or 8th Rujjub Sunnut Ushreen-wus Myatein-wu-Ulf, or Arabic year 1220).

JAMES GRANT.

AGREEMENT entered into in July 1820 by HIS HIGHNESS the RAJAH of SATARA with the NIMBALKUR.

AGREEMENT on the part of HIS HIGHNESS the RAJAH of SATARA respecting RAJESHREE JAN RAO NAIK NIMBALKUR, DESHMOOK of the PHULTUN PERGUNNAH, to whom these commands are issued.

The pergunnah of Phultun having been for a long time past possessed by you as a personal and military jaghire, the British Government, therefore, have in their liberality freely bestowed and restored the same to you according to terms fixed by Captain James Grant Bahadoor on their part. The country of the jaghire having come within the limits of the territory of the Hoozoor, by the Treaty with the British Government, it has accordingly been placed under it, and an agreement on the part of the British Government has been made and delivered to you, which has been approved of by the Circar; and, for the purpose of confirming you in the abovementioned jaghire, the Hoozoor has determined as follows :—

ARTICLE 1.

The pergunnah of Phultun is to be held as a personal and military jaghire, on condition of furnishing ninety (90) horse, seventy-five (75) of which, completely equipped, and the horses good, are always to be kept in the service of the Hoozoor, and the remaining fifteen (15) to remain with you.

ARTICLE 2.

The horses and men forming the contingent are to be good, the horses at the value of from Rupees 300 to 400, and to be always kept ready in the service of His Highness's Government. Wherever their services may be required, they are to proceed without any delay or remonstrance. They are to be mustered whenever so ordered, and should there be any of the number deficient such deficiency must be made good at the annual rate of Rupees 300 for each horse, calculated from the period at which the former muster took place; but previous to enforcing the demand, His Highness's government will make a representation of the circumstances and obtain the concurrence of the Agent of the British Government.

ARTICLE 3.

In the event of the contingent being employed in war, under a requisition from the British Government, should any horses or men in consequence be killed or wounded, it is to be clearly understood that nothing in the way of an equivalent shall be paid by His Highness's government. Risks and casualties of all kinds, including the furnishing of ammunition, are included in the allowance.

ARTICLE 4.

The whole expense of managing the jaghire is to be defrayed without any reference to what is incurred by keeping up the horse. The territories of the

British Government and of His Highness being situated close to the jaghire, in the event of any disturbance taking place, on the requisition of the mamlutdars of either of the governments, aid must be furnished by a ready co-operation with all the disposable police of the jaghire.

ARTICLE 5.

Whatever inam villages, wuttuns, etc., have hitherto belonged to the Naik shall be continued to him in the territory of His Highness; and all items of revenue of His Highness which lie within the district of the Naik shall be paid to His Highness's government. Within the jaghire territory all doomalla villages, wurshasun, dhurmadao, dewasthan, rozindar, khyrat, nemnook, daruk, and such like payments must be continued as they are at this time. All persons having possessions on government grants are not to be interfered with; such interruptions as might exist from temporary causes at the time you received charge (from the British Government) are to be examined, and the claims justly settled. You will be careful that no just cause of complaint is brought forward against you on such points.

In cases where any of the abovementioned possessors of inheritance or allowance shall behave improperly, it will be necessary to acquaint the Agent of the British Government with the particulars, who, in conjunction with His Highness's government, will intimate what course is to be pursued either in respect to punishment or resumption. Should persons holding such inheritances or allowances raise or excite any disturbance, or commit any offences against the peace of the public, or should persons possessed of such rights die without heirs, you will fully investigate the matter and state what may appear really just, when His Highness's government, with the advice of the Agent of the British Government, will send such orders as may seem fit and which must be conformed to.

ARTICLE 6.

That the subjects of the jaghire territory may have protection, justice must be properly administered, and a good police upheld to detect theft and to suppress gang robberies. If this is not attended to, and the country be without justice, so that people are obliged to complain, the government of His Highness, with the advice and assistance of the Agent of the British Government, having understood the matter will decide on such subjects, and their decisions must be attended to. And further in regard to such decisions not being attended to, so that the country may become in a state of misgovernment, and robberies and other crimes of very frequent occurrence, then whatever appears to be the proper measures shall be suggested by the Agent of the British Government, and corresponding arrangements will be made by His Highness's government.

ARTICLE 7.

Without orders from government no extra troops are to be levied, and none assembled for the purpose of making war on any one. In matters of family dis-

putes concerning relationship and such like, no appeal to arms can be permitted, but the case is to be represented to the Agent of the British Government, who will communicate with the government of His Highness and whatever decision is given must be reckoned binding.

ARTICLE 8.

With the exception of those under the government of His Highness, no intercourse or correspondence by letter is to be entered into with such as Bajee Rao Sahib, or other Princes, Chieftains, Commanders, and others, nor is any aid or assistance by joining the troops of any one to be given. This Article forms the basis of the present agreement, and if what is above written be departed from, by the advice of the British Government, the jaghire will not be continued.

ARTICLE 9.

All persons having committed crimes within the jaghire territory, and who may take shelter in the country of the Hoozoor, shall be delivered over to you, after information has been given to the Agent of the British Government, and by him communicated to the British Government, or to the government of His Highness, as the case may be; and in like manner all criminals from the territories of the British Government, or of His Highness, shall be delivered up by Jan Rao Naik to their respective governments, and assistance must also be rendered to any public servants who may be sent for the apprehension of such persons.

ARTICLE 10.

Whilst you shall continue to fulfil the terms of your service in good faith, integrity, and fidelity, the jaghire shall be held without any interruption on the part of the Circar; on this point the British Government is your guarantee, which is agreed to by the Circar.

ARTICLE 11.

All titles and all customary forms of respect hitherto enjoyed by you shall be continued. All requests on your part which may be reasonable and proper shall be granted, but such as are otherwise shall not be agreed to.

ARTICLE 12.

As the jaghire district adjoins the territory of His Highness, and consequently it may be necessary to effect exchanges of items of revenue or land, either for the purpose of distinctly defining the boundary; or on account of arrangements in the police, therefore, on a representation from the government of His Highness, the Agent of the British Government will arrange such exchanges as may be necessary, having previously ascertained that they will not be injurious to your interests, and such exchanges must be made accordingly.

ARTICLE 13.

You must appear in person every year at the festival of the Dusserah, and also attend, whenever requested so to do, on all great occasions of ceremony and congratulation; and when His Highness with his establishment may proceed to any great distance, you must also be in personal attendance.

Dated———July 1820.

No. III.

DEED executed by the CHIEF OF PHALTAN ceding to the BRITISH GOVERNMENT full JURISDICTION over the lands in the State occupied by the SOUTHERN MAHRATTA RAILWAY, — 1886.

I, Mudhojirao Naik Nimbalkar, hereby cede to the British Government full jurisdiction, short of sovereign rights, in those portions of land within my State now occupied, or which may hereafter be occupied, by the Railways comprised in the Southern Mahratha Railway system, including the land occupied by stations, out-buildings, and for other railway purposes; such jurisdiction to be exercised by the British Government for so long as the land shall be required for the purposes of the said railways and to be restored to me or to my successors when the land is no longer so required.

Executed at Phaltan this 16th day of July 1886.

MADHOJIRAO NAIK NIMBALKAR,
Chief of Phaltan.

A similar deed was executed by the Chiefs of Aundh and Savanur.

No. IV.

DEED executed by the CHIEF of PHALTAN ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the State occupied by the extension of the BARSI LIGHT RAILWAY,—1924.

I, Malojirao Mudhojirao Naik Nimbalkar, Chief of Phaltan, cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which may hereafter be occupied by the proposed Pandharpur Lonand Extension of the Barsi Light Railway (including all land to be occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

Phaltan,
12th November 1924.

MALOJIRAO,
Chief of Phaltan.

VIII.—BIJAPUR AGENCY.

JATH.

Jath is one of the Satara Jagirs and is of no great antiquity.

The family of the Daphles of Jath derive their name from the village of Daphlapur in the Jath pargana. They are descended from Satwajirao Chavan, Patil of Daphlapur, to whom a Deshmukhi watan was granted by Ali Adil Shah, King of Bijapur, in 1680, and who acquired Jagirs of two Mahals, Jath and Karajgi, from the Emperor Aurangzeb in 1700.

The Agreement (No. I) of the British Government in 1820 was made with Renuka Bai, first widow of Khanaji Daphle, late Chief of the Jath State. The Estate passed from her to the second widow, Salu Bai, on whose death in 1823 Ramrao Daphle, the head of a younger branch of the family, succeeded. In 1827 the Jagir was attached by the Raja of Satara to pay off the Chief's debts. After their liquidation the Estate was restored in 1841 to Bhagirathi Bai, widow of Ramrao. The British Government have more than once interfered to adjust the pecuniary affairs of the Jagir.

In 1862 the Ruler of Jath received a Sanad of Adoption (*see* Sholapur Agency No. II).

In 1873, in consequence of numerous complaints of oppression on the part of the Jagirdar, Amritrao Daphle, he was deprived of all civil and criminal jurisdiction, and a Karbari was appointed with certain limited powers for a time; but the subsequent contumacy of the Jagirdar rendered it necessary to assume the whole management of the Jagir. The administration was made over to the Chief in 1885 on certain specified conditions, which were laid down in greater detail in 1887. These conditions he made no attempt whatever to fulfil, and in 1891 it was found necessary in the interests of the State to deprive him of all authority, an annual allowance of Rs. 20,000 being granted to him. The State was at the same time transferred from the Bijapur to the Kolhapur and Southern Mahratta Country Agency.

In 1888 the State entered into an agreement whereby its abkari revenue was leased to the British Government for ten years. The agreement has since been periodically continued: the present Agreement (*see* Southern Mahratta Country States Agency No. XX) having been concluded for a period of ten years from the 1st August 1924.

Amritrao died in January 1892, and was succeeded on the 13th January 1893 by Ramrao Amritrao, who was adopted by the senior widow of Amritrao.

The cultivation of poppy and manufacture of opium in the State are prohibited, and an Agreement (*see* Surat Agency No. IX) was entered into in 1895.

In September 1901 the State was again transferred from the Kolhapur and Southern Mahratta Country to the Bijapur Agency.

The prohibition of cultivation of hemp in the State was agreed to, and the hemp drugs revenue leased to the British Government, in 1904. Since then, the lease has been renewed at different periods, the latest occasion being in 1926, when it was renewed for 10 years from the 1st April 1925.

The Estate of Daphlapur was restored to its parent State of Jath consequent on the death, on the 13th January 1917, of Rani Bai Saheb Daphle, in accordance with the decision of 1861 of the Bombay Government which was subsequently confirmed by the Secretary of State.

In 1927 the Chief ceded (No. II) full jurisdiction over lands acquired for the Pandharpur-Miraj extension of the Barsi Light Railway.

Ramrao Amritrao died on the 14th August 1928 and was succeeded by his eldest son, the present Chief, Vijayasinh Ramrao, *alias* Babasaheb Daphle, born on the 21st July 1909.

The Chief has full civil and revenue jurisdiction. His criminal jurisdiction is unlimited subject to the proviso that for capital offences he can only try his own subjects except with the permission of the Political Agent.

The area of Jath is 980·8 square miles; the population, according to the Census of 1921, 82,654; and the gross revenue Rs. 3,35,971.

The Jagirdar pays to the British Government Rs. 6,400 a year in lieu of a service of 50 horsemen, a tribute of Rs. 4,847 on account of certain rights inherited from the Rajas of Satara, and some other small sums on account of rights in other districts. He also pays Rs. 958-1-4 to the Pant Pratinidhi from the revenues of certain villages.

The State possesses (1926) 54 Armed Police.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

No. I.

AGREEMENT between the BRITISH GOVERNMENT and the DUFLAYKUR, dated 22nd April 1820.

TERMS fixed by CAPTAIN JAMES GRANT SAHIB BAHADOOR on the part of the HONOURABLE COMPANY BAHADOOR for USMUT PUNA RENOOKA BAI DUFLAY DESHMOOK of JUT and KURZGEE, by which the JUT and KURZGEE Pergunnahs are made over to her.

These districts were formerly held as a personal and military jaghire, and having come into the possession of the British Government along with the rest of the country, they are now freely restored in consideration of the antiquity and respectability of the family, to be held as formerly in personal and military jaghire. But as these districts came within the limits of the territory of His Highness the Rajah of Satara, according to the Treaty with the British Government, therefore Renooka Bai Duflay is to be considered a jaghiredar of His Highness's government, but under the guarantee of the British Government.

The following articles are agreed to on the part of the British Government and Renooka Bai Duflay :—

ARTICLE 1.

The districts of Jut and Kurzgee having been possessed as a jaghire up to the period of register, they are now freely restored and confirmed. During the government of the Peishwa these districts were held as an allowance for four hundred and fifty (450) horse under Rastees, but afterwards the number was fixed at three hundred (300), and because the country was not in a flourishing state, full service to that amount was not demanded, and the number finally fixed at two hundred. That Renooka Bai Duflay may live in affluence and comfort, and also be enabled to keep up the contingent in the most complete state of equipment, Government have remitted three-fourths of that number, and fixed the present contingent at fifty (50) horse, which must be kept up constantly in the service of His Highness the Rajah of Satara.

ARTICLE 2.

The horses and men forming the contingent are to be good. The horses of the value of from Rupees 300 to 400 to be always present in the service of His Highness, and to proceed without delay or remonstrance wherever their services may be required. They are to be mustered whenever so ordered, and should there be any deficiency in the number, such deficiency must be made good at the annual rate of Rupees 300 per each horse, to be calculated from the period of the former muster, but previous to enforcing the demand, a representation of the circumstances will be made by His Highness's government to the Agent of the British Government, and his concurrence obtained.

ARTICLE 3.

In the event of the contingent being employed in war under a requisition from the British Government, and should any men or horses in consequence be killed or wounded, it is to be clearly understood that nothing in the way of an equivalent shall be paid by the government of His Highness. Risks and casualties of all kinds, as well as the furnishing of ammunition, are included in the allowance.

ARTICLE 4.

The whole expense of managing the jaghire is to be defrayed without reference to what is incurred by keeping up the horse. As the territories of the British Government and of His Highness adjoin the jaghire, it is therefore determined that in the event of any disturbance taking place in them, on the requisition of the mamlutdar of either government, aid shall be furnished by a ready co-operation with all the disposable police of the jaghire.

ARTICLE 5.

Whatever inam villages, wuttuns, and other allowances have hitherto belonged to Renooka Bai Duflay within the territories of the British Government or of His Highness shall be continued, and whatever items of revenue belonging to His Highness's Government may be within the jaghire district shall continue to be paid; all doomala villages and land, wurshasun, dhurmadao, dewasthan, rozindar, khyrat, nemnook, durruk, and such like allowances within the jaghire must be continued as they are at present. All persons having possessions on government deeds are not to be interfered with: such interruptions as might exist from temporary causes at the time charge was received from the British Government are to be examined and the claims justly settled.

Care must be taken that no just cause of complaint may be brought forward on such points. In cases where any of the abovementioned possessors of inheritance or allowance shall behave improperly, it will be necessary to acquaint the Agent of the British Government with the particulars, who, in conjunction with His Highness's government, will intimate what course is to be pursued either in respect to punishment or resumption. Should persons holding such inheritances or allowances raise or excite any disturbances, or commit any offences against the peace of the public, or should persons possessed of such rights die without heirs, you will fully investigate the matter and state what appears really just, when His Highness's government, with the advice of the Agent of the British Government, will send such orders as may seem fit, and which must be conformed to.

ARTICLE 6.

That inhabitants of the jaghire territory may be protected, justice must be properly dispensed, and a good police upheld to detect theft and to suppress gang robberies. If this is not attended to, and the country be without justice, so that

people are obliged to complain, the government of His Highness, with the advice and assistance of the Agent of the British Government, having understood the matter, will decide on such subjects and their decisions must be attended to. And, further, in regard to such decisions not being attended to, so that the country may fall into a state of misgovernment, and robberies and other crimes become of very frequent occurrence, in such an event, whatever may appear to be the most proper measures shall be suggested by the Agent of the British Government, and corresponding arrangements will be made by His Highness's government.

ARTICLE 7.

Without orders from Government no extra troops are to be levied, and none assembled for the purpose of making war on any one. In matters of family disputes concerning relationship and such like, no appeal to arms can be permitted, but the case is to be represented to the Agent of the British Government, who will communicate with the government of His Highness, and whatever decision is given must be reckoned binding.

ARTICLE 8.

With the exception of those under the government of His Highness, no intercourse or communication by letter is to be entered into with such as Bajee Rao Sahib, or other Princes, Chieftains, Commanders, and others, nor is any aid or assistance, by joining the troops of any one, to be given. This article forms the basis of the present agreement, and should what is above written be departed from, the jaghire will not be continued.

ARTICLE 9.

All persons having committed crimes within the jaghire country, who may take shelter in the territories of the British Government or of His Highness, shall be delivered over to Renooka Bai Duflay after information has been given to the Agent of the British Government and by him communicated to the British Government or to the government of His Highness, as the case may be; and in like manner all criminals from the territories of the British Government or of His Highness shall be delivered up by Renooka Bai Duflay to their respective governments, and assistance must be rendered to people of either government who may be sent for the apprehension of such offenders.

ARTICLE 10.

Whilst you, Renooka Bai Duflay, shall continue to fulfil the terms of your service in good faith, integrity, and fidelity, your jaghire shall be held without any interruption from His Highness's government; on this point the British Government is your guarantee.

ARTICLE 11.

All titles and forms of respect hitherto enjoyed by Renooka Bai Duflay shall be continued. All requests on the part of the jaghiredar, which may be reasonable and proper, shall be granted, but such as are otherwise shall not be agreed to.

ARTICLE

As the jaghire district adjoins the territory of His Highness and it may be necessary to effect exchanges of items of revenue or land for the purpose either of defining the boundary or for police arrangements, therefore, on a representation from the government of His Highness, the Agent of the British Government will arrange such exchanges as may be necessary, provided they are not injurious to the interests of the jaghiredar, and such exchanges must be made accordingly.

In all twelve Articles, as above, which must be observed.

Dated 22nd April A. D. 1820, corresponding with 8th Rujjub Sunnut Ushreen-wu-Myatein-wu-Ulf or Arabic year 1220, at Satara.

J. GRANT.

AGREEMENT between the RAJAH OF SATARA and the DUFLAYKUR,—July 1820.

AGREEMENT on the part of HIS HIGHNESS the RAJAH OF SATARA respecting RENOOKA BAI DUFLAY, DESHMOOK of the Pergunnahs of JUT and KURZGEE, to whom these commands are issued.

The pergunnahs of Jut and Kurzgee having been for a long time past possessed by you in jaghire, therefore the British Government have in their liberality freely restored and bestowed the same on you according to terms fixed by Captain James Grant Bahadoor on their part consisting of 12 Articles.

The country of jaghire having come within the limits of the territory of His Highness by the Treaty with the British Government, an agreement in consequence has been made out and delivered to you on the part of the British Government, which has been approved of by the Hoozoor, and for the purpose of confirming you in the abovementioned jaghire the Circar has determined as follows :—

ARTICLE 1.

The Pergunnahs of Jut and Kurzgee are to be held as a personal and military jaghire on condition of furnishing fifty (50) horse, completely equipped, to be kept constantly present in the service of His Highness the Rajah of Satara.

ARTICLE 2.

The horses and men forming the contingent are to be good ; the horses of the value of from Rupees 300 to 400 to be kept constantly ready in the service of His Highness, to be mustered whenever so ordered, and to proceed wherever their services may be required without delay or remonstrance. Should any deficiency in the number appear at muster, such deficiency must be made good at the annual rate of Rupees 300 for each horse, to be calculated from the period at which the

former muster took place; but previous to enforcing this demand His Highness's government will make a representation of the circumstances and obtain the concurrence of the Agent of the British Government.

ARTICLE 3.

In the event of your contingent being employed in war on requisition by the Agent of the British Government, and should any men or horses in consequence be either killed or wounded, it is to be clearly understood that nothing in the way of compensation shall be paid by the government of His Highness. Risks and casualties of all kinds, as well as the furnishing of ammunition, are included in the allowances.

ARTICLE 4.

The whole expense of managing the jaghire is to be defrayed without any reference to what is incurred by keeping up the horse. The territories of the British Government and of His Highness being situated close to the jaghire country, in the event of any disturbance taking place, on the requisition of the mamlutdars of either government, aid must be furnished by a ready co-operation with all the disposable police of the jaghire.

ARTICLE 5.

Whatever wuttun or other allowances have hitherto been enjoyed by you within the territory of His Highness shall be continued, and all items of revenue belonging to His Highness within your districts shall continue to be paid. Within the jaghire country all doomalla villages and land, wurshasun, dhurmadao, dewasthan, rozindar, khyrat, nemnook, daruk, and such like allowances must be continued as they at present stand. All persons having possessions on government grants are not to be interfered with; such interruptions as might exist from temporary causes at the time you received charge (from the British Government) are to be examined, and the claims justly settled. You will be careful that no just cause of complaint is brought forward against you on such points.

In cases where any of the abovementioned possessors of inheritance or allowance shall behave improperly, it will be necessary to acquaint the Agent of the British Government with the particulars, who, in conjunction with His Highness's government, will intimate what course is to be pursued either in respect to punishment or resumption. Should persons holding such inheritances or allowances raise or excite any disturbance, or commit any offences against the peace of the public, or should such persons die without heirs, you will fully investigate the matter, and state what may appear really just, when His Highness's government, with the advice of the Agent of the British Government, will send such orders as may seem fit, and which must be conformed to.

ARTICLE 6.

That the inhabitants of the jaghire country may be protected, justice must be properly administered, and a good police upheld to detect theft and to sup-

press gang robberies. If this is not attended to, and unjust decisions given, so that people are obliged to complain, the government of His Highness, with the advice and assistance of the Agent of the British Government, having understood the matter, will decide on such subjects, and their decisions must be attended to. And further in regard to such decisions not being attended to, so that the country may become in a state of misgovernment, and robberies and other crimes of very frequent occurrence, then whatever appears to be the proper measures shall be suggested by the Agent of the British Government, and corresponding arrangements will be made by His Highness's government.

ARTICLE 7.

Without orders from government no extra troops are to be levied, and none assembled for the purpose of making war on any one. In matters of family disputes concerning relationship and such like, no appeal to arms can be permitted; but the matter is to be represented to government, when such orders as may be given, with the advice of the Agent of the British Government, must be reckoned binding.

ARTICLE 8.

With the exception of those under the government of His Highness, no intercourse or communication by letter is to be entered into with any Chiefs, such as Bajee Rao Sahib, or other Princes, Chieftains, Commanders, and others, nor is any aid or assistance by joining the troops of any one to be given. This Article forms the basis of the present agreement, and should what is above written be departed from, with the advice of the Agent of the British Government, the jaghire will not be continued.

ARTICLE 9.

All persons having committed crimes within the jaghire country, and who may take shelter in the territory of His Highness shall be delivered over to you; all criminals from within the territories of His Highness or of the British Government shall be delivered up to their respective governments, and every assistance must be rendered to people of either government who may enter your country in pursuit of such offenders.

ARTICLE 10.

Whilst you continue to perform the terms of your service in good faith, integrity and fidelity, your jaghire shall be held without any interruption on the part of the Circar; on this point the British Government is your guarantee, which His Highness's government agrees to.

ARTICLE 11.

All titles and all customary forms of respect hitherto enjoyed by you shall be continued. All requests on your part which may be reasonable and proper shall be granted, but such as are otherwise shall not be agreed to.

ARTICLE 12.

As your jaghire adjoins the territory of His Highness, and consequently it may be necessary to effect exchanges of land or items of revenue, either for the purpose of distinctly defining the boundary, or for police arrangements, therefore such exchanges shall take place with the advice and assistance of the Agent of the British Government, provided they are not injurious to your interests.

ARTICLE 13.

You must appear in personal attendance yearly at the festival of the Dusserah, and also attend on all occasions of ceremony or congratulation when your attendance may be required by His Highness. You must also be in personal attendance whenever the establishment of His Highness may move to any great distance.

No. II.

DEED executed by the CHIEF OF JATH ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the State occupied by the BARSI LIGHT RAILWAY,—1927.

I, Ramrao Amritao *alias* Abasaheb Dafle, Chief of Jath, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State, which are, or may hereafter be, occupied by the Barsi Light Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

Poona,
Dated 9th June 1927.

R. A. A. S. DAFLE,
Chief of Jath.

THE AGENT FOR SARDARS IN THE DECCAN.

The Waikar.

Shaikh Mira of Wai was an infantry officer in the service of the Raja of Satara. On the return of Sahuji from imprisonment Shaikh Mira espoused his cause and was rewarded with the rent-free grant of the village of Pasarni, a pension of Rs. 1,800 a month, and promotion to the command of 60 horsemen, for the maintenance of whom he held assignments to the amount of Rs. 40,000. The pension ceased on the death of the first Shaikh Mira, and the revenue assignments have since fallen to Rs. 18,000, which, with Pasarni, are still held by the family. The Engagement (No. I) concluded in 1820, was modified by the amendment of the schedule of 1826 attached to the Satara Treaty of the 25th September 1819 (*see* Lapsed States No. XIV).

After the death of Shaikh Asim-ud-din in 1891, the affairs of the Saranjam were for some time the subject of litigation. In 1892 the Privy Council affirmed the rights of Government in disposing of the Estate: and in 1894 the Government of India resumed the Saranjam and re-granted it to Ghulam Jilani, younger brother of Shaikh Asim-ud-din.

During his minority the Saranjam was under the management of the Agent for the Sardars in the Decan. The Estate was handed over to him in 1909. In 1912 he was made a First Class Sardar of the Deccan for rank and precedence only.

No. I.

AGREEMENT concluded with SHEIKH MIRA WAEKUR, dated the 3rd July 1820.

TERMS fixed by CAPTAIN JAMES GRANT, on the part of the HONOURABLE COMPANY, for SHEIKH MIRA WAEKUR, by which the jaghires, etc. (with the exception of PERGUNNAH DURYAPORE, PRANT WURAD, MOUZA BHOLEE, PERGUNNAH SHIRALLEE, MOUZA PULSEE, PRANT WAEE) are made over to him.

These jaghires, etc., were formerly held by you as a personal and military jaghire; but having come into the possession of the British Government along with the rest of the country, they are now restored, in consideration of the antiquity and respectability of the family, to be held, as formerly, in personal and military jaghires. But as these jaghires, etc., came within the limits of the territory of His Highness the Rajah of Satara, according to the Treaty with the British Government, therefore Sheikh Mira Waekur is to be considered a jaghiredar of His Highness's government, but under the guarantee of the British Government. The following Articles are agreed to on the part of the British Government and Sheikh Mira Waekur:—

ARTICLE 1.

The pergunnah of Yerndole, Prant Khandesh, and the pergunnahs in "Swudesh" (Peishwa's territory), were granted after fixing the "khundnee"(tribute). Formerly you had to furnish 63 horse to the Peishwa's government; but as pergunnah Duryapore, etc., were attached, and as the country was not in a flourishing state, full service to that amount was not demanded. That Sheikh Mira Waekur may live in comfort and affluence, and also be enabled to keep up the contingent in the most complete state of equipment, government have fixed the present contingent at ten (10) horse, which must be kept up constantly in the service of His Highness the Rajah of Satara.

ARTICLE 2.

The horses and men forming the contingent are to be good, the horses of the value of from Rupees 300 to 400, to be always present in the service of His Highness, and to proceed, without delay or remonstrance, whenever their services may be required. They are to be mustered whenever so ordered, and should there be any deficiency in the number, such deficiency must be made good at the annual rate of Rupees 300 each horse, to be calculated from the period of the former muster; but previous to enforcing the demand, a representation of the circumstances will be made by His Highness's government to the Agent of the British Government, and his concurrence obtained.

ARTICLE 3.

In the event of the contingent being employed in war under a requisition from the British Government, and should any men or horses in consequence be

killed or wounded, it is to be clearly understood that nothing in the way of equivalent shall be paid by the government of His Highness. Risks and casualties of all kinds, as well as the furnishing of ammunition, are included in the allowance.

ARTICLE 4.

The whole expense of managing the jaghire is to be defrayed without reference to what is incurred by keeping up the horse. As the territories of the British Government and of His Highness adjoin the jaghire, it is therefore determined that in the event of any disturbance taking place in them, on the requisition of the mamlutdars of either government, aid shall be furnished by a ready co-operation with all the disposable police of the jaghire.

ARTICLE 5.

Whatever inam villages, wuttuns, and other allowances have hitherto belonged to Sheikh Mira Waekur within the territories of the British Government or of His Highness shall be continued; and whatever items of revenue belonging to His Highness's government may be within the jaghire shall be continued to be paid. All doomalla villages and land, wurshasun, dhurmadao, dewasthan, rozindar, khyrat, nemnook, daruk, etc., within the jaghire must be continued as they are at present All persons having possessions on government deeds are not to be interfered with; such interruptions as might exist from temporary causes at the time charge was received (from the British Government) are to be examined, and the claims justly settled; care must be taken that no just cause of complaint may be brought forward on such points. In cases when any of the abovementioned possessors of inheritance or allowance shall behave improperly, it will be necessary to acquaint the Agent of the British Government with the particulars, who, in conjunction with His Highness's government, will intimate what course is to be pursued either in respect to punishment or resumption. Should persons holding such inheritances or allowances raise or excite any disturbances, or commit any offences against the peace of the public, or should persons possessed of such rights die without heirs, you will fully investigate the matter and state what appears really just, when His Highness's government, with the advice of the Agent of the British Government, will send such orders as may seem fit, and which must be conformed to.

ARTICLE 6.

That the inhabitants of the jaghire territory may be protected, justice must be properly dispensed, and a good police upheld to detect theft and suppress gang robberies. If this is not attended to, and the country be without justice, so that people are obliged to complain, the government of His Highness, with the advice and assistance of the Agent of the British Government, having understood the matter, will decide on such subjects, and their decisions must be attended to; and further, in regard to such decisions not being attended to, so that the country may fall into a state of misgovernment, and robberies and other crimes

become of very frequent occurrence, in such an event, whatever may appear to be the most proper measures shall be suggested by the Agent of the British Government, and corresponding arrangements will be made by His Highness's government.

ARTICLE 7.

Without orders from government no extra troops are to be levied, and none assembled for the purpose of making war on any one. In matters of family disputes concerning relationship and such like, no appeal to arms can be permitted but the case is to be represented to the Agent of the British Government, who will communicate with the government of His Highness and whatever decision is given must be reckoned binding.

ARTICLE 8.

With the exception of those under the government of His Highness, no intercourse or communication by letter is to be entered into with such as Bajee Rao Sahib, or other Princes, Chieftains, Commanders, and others, nor is any aid or assistance by joining the troops of any one to be given. This Article forms the basis of the present agreement, and should what is written above be departed from, the jaghire will not be continued.

ARTICLE 9.

All persons having committed crimes within the jaghire country, who may take shelter in the territories of the British Government or of His Highness, shall be delivered over to Sheikh Mira Waekur, after information has been given to the Agent of the British Government, and by him communicated to the British Government, or to the government of His Highness, as the case may be ; and in like manner all criminals from the territories of the British Government or of His Highness shall be delivered up by Sheikh Mira Waekur to their respective governments, and assistance must be rendered to people of either government who may be sent for the apprehension of such offenders.

ARTICLE 10.

Whilst you, Sheikh Mira Waekur, shall continue to fulfil the terms of your service in good faith, integrity and fidelity, your jaghire shall be held without any interruption from His Highness's Government ; on this point the British Government is your guarantee.

ARTICLE 11.

All titles and forms of respect hitherto enjoyed by you shall be continued. All requests on the part of the jaghiredar which may be reasonable and proper shall be granted, but such as are otherwise shall not be agreed to.

ARTICLE 12.

As the jaghire districts adjoin the territory of His Highness, and it may be necessary to effect exchanges of items of revenue or land for the purpose either

of defining the boundary or for police arrangements, therefore on a representation from the government of His Highness, the Agent of the British Government will arrange such exchanges as may be necessary, provided they are not injurious to the interests of the jaghiredars, and such exchanges must be made accordingly.

The above 12 Articles must be observed.

Dated the 3rd July 1820, corresponding with the 21st Ramzan Ahdee-wu-Ushreen-wu-Myatein-wu-Ulf.

JAMES GRANT.

TRANSLATION of a YAD executed by His Highness the RAJAH of SATARA respecting SOOJAYUT SHAAR SHEIKH MIRA WAEKUR, to whom these orders are issued.

The whole of the jaghire, etc., enjoyed by you have, with the rest of the country, reverted to the British Government; but as that government has been pleased, in consideration of the antiquity of your family, to guarantee to you the villages held up to the war, excepting pergunnah Duryapore, Prant Wurad, mouza Bholee, pergunnah Shiralee, and mouza Pulsee, Prant Waee, by a Yad of 12 paragraphs executed to you by Captain James Grant, the British Resident, whereof having been constituted a jaghiredar of this State during the pleasure of the British Government, you are to conduct yourself towards it like the other jaghiredars mentioned in the Treaty, and as a Yad has been executed to you by the British Government, His Highness approves of the same, and for the continuation of the villages to you determines as follows, *viz.*:—

ARTICLE 1.

The pergunnah of Yerndole, Prant Khandesh, and other possessions in the Deccan are hereby continued and confirmed to you. Formerly you had to maintain a contingent of 63 horse for the service of the Peishwa's government; but as pergunnah Duryapore, etc., has now been resumed, and as you have sustained loss in the remaining umuls, His Highness, to enable you to support yourself and to keep the horse and men of your contingent in good order for service throughout the year, reduces the contingent to 10 horse, which you are always to maintain for the service of the Satara State.

ARTICLE 2.

The contingent is to be efficient, the horses to be of the value from Rupees 300 to 400, and the men in a complete state of equipment; the contingent to be always kept present for the service of His Highness; they should attend muster when ordered, and proceed to whatever place directed without delay or remonstrance. Should it appear, however, on muster that any number of the contingent is deficient, His Highness will, with the concurrence of the British Govern-

ment, oblige you to refund in the proportion of Rupees 300 per annum a horse for the whole period of such deficiency, according to the terms of the agreement entered into with you.

ARTICLE 3.

In the event of your contingent being employed in war by His Highness with the concurrence of the British Resident, no remuneration on account of the wounded and slain will be granted; but all such risks and casualties, as well as the supply of ammunition, are included in the grant.

ARTICLE 4.

You are to defray the expense of your civil establishment as well as of the contingent. Should any commotion or disturbance occur in the districts either of His Highness the Rajah or of the British Government, you are, on the requisition of the mamlutdars of either government, to aid and co-operate with them with the police in your districts.

ARTICLE 5.

The villages, umuls, and wuttuns, etc., in His Highness the Rajah's country held up to the war will be continued to you; the government also retaining its umuls in your lands. All doomalla villages, doomalla inam lands, wurshasuns, dhurmadaos, dewasthans, rozindars, khyrats, and nemnooks, etc., as well as the rights of darukdars, are to be continued to the several parties as heretofore without objection, together with the lands held by virtue of Sunnuds, although they may have been on certain grounds placed under attachment. Should any of the parties enumerated above act improperly, or die intestate, you are to report the same to this government, when His Highness, with the concurrence of the British Government, will award punishment to the offender, or direct the resumption of the land, as may appear expedient. If any jemadar creates a riot, or raises rebellion in your country, or refuses to acknowledge your supremacy, or if a wuttundar dies intestate, you should attach the wuttun and report the matter to government, when His Highness, with the concurrence of the British Resident, will issue such orders as may appear expedient, and to which you are to conform accordingly.

ARTICLE 6.

You should endeavour to make your subjects happy, distribute justice impartially, and adopt measures for the prevention of theft, murder and other crimes; if these are not done, and if justice is not administered properly, and complaints are made to this government, His Highness, in conjunction with the British Resident, will enquire into the complaints, and issue such orders as may appear necessary, to which you are to conform; but if you do not do so, and the country continue in a state of misgovernment, and crimes are of frequent occur-

rence, His Highness will, with the concurrence of the British Resident, adopt such preventive measures as may appear expedient to him.

ARTICLE 7.

You should not, without the knowledge of this government, muster a force and engage in hostilities with any person : if any dispute arises among you respecting "bhow puna" rights, etc., you should quietly refer the matter to this government, when His Highness, with the concurrence of the British Resident, will issue the necessary orders in the case, and to which you are to conform.

ARTICLE 8.

With the exception of the subjects of this government, you are to hold no intercourse nor to carry on correspondence with Bajee Rao Rughoonauth or any other Prince or Chieftain, etc.; if you do, your country will be resumed.

ARTICLE 9.

Should an offender from your country take shelter within the territories of His Highness you are to report the same to this government, when measures will be taken to apprehend the offender and make him over to you. In like manner, offenders from the territories of His Highness or of the British Government taking shelter within your jaghire should be immediately apprehended and delivered up by you to whichever government they may belong. Further, you are to aid and assist the officers of either government who may enter your jurisdiction in pursuit of offenders.

ARTICLE 10.

So long as you continue in good faith and render faithful service, your jaghire villages, etc., will be continued to you uninterruptedly by this government, for which you have the guarantee of the British Government, and which is agreed to by His Highness.

ARTICLE 11.

All titles and customary forms of respect hitherto enjoyed by you shall be continued. You are to represent all your affairs to this government; such requests as are reasonable will be granted, and such as are not will be refused.

ARTICLE 12.

As the territory of His Highness and of the British Government adjoins your jaghire, it might be necessary at a future period to effect certain territorial exchanges, with the advice of the British Resident, for the good of the country and

for the purpose of defining distinctly the boundaries of the two governments; care being taken to secure you from loss; you are required to agree to this arrangement.

ARTICLE 13.

You are to attend on His Highness annually at the celebration of the Dusserah festival, as also at other times when your presence may be required. You are also to accompany His Highness whenever he may proceed on a long journey.

The circumstances contained in the foregoing 13 paragraphs are confirmed.

Dated Satara, 21st Ramzan Sunnut Ahdee-wu-Ushreen-wu-Myatein-wu-Ulf, corresponding with the 3rd July A. D. 1820.

IX.—BELGAUM AGENCY.

SAVANTVADI.

The Savants were hereditary deshmukhs of Wari near Goa. They are of the Bhonsla family and still bear that name. The family is an old one, but the first Chief of note was Khem Savant, who in 1707 received from Sahuji, the successor of Shivaji, a deed confirming him in his possessions in full sovereignty, and assigning to him, conjointly with the Chief of Kolaba, half the revenues of the Salshi Mahal.

The first Chief with whom the British Government formed relations was his nephew Phond Savant, who succeeded in 1709. The Treaty (No. I), which was concluded in 1730, was offensive and defensive against Kanhoji Angria, the piratical Chief of Kolaba. Phond Savant was succeeded in 1738 by his grandson, Ramchandra Savant, and he in 1755 by his son Khem Savant, whose rule was one long war with various Mahratta Chiefs, particularly the Raja of Kolhapur, and with the Portuguese, in the course of which he lost some of his best districts. His piracies provoked the British Government, who in 1765 sent an expedition against him and captured the fort of Reri, which they named Fort Augustus. The fort, however, was restored on his signing a Treaty in 1765* (No. II), by which he ceded all the lands between the rivers Karli and Salshi from the sea to the foot of the hills, and bound himself to pay a lakh of rupees for the expenses of the expedition; to allow free trade; and to permit the British to build a factory in his territories. The treaty was not observed, and the following year another (No. III) was concluded, by which treaty Khem Savant ceded the fort of Vingorla for thirteen years, or for such further time as the indemnity should remain unpaid.

Khem Savant died in 1803 without male issue, and there ensued a civil war regarding the succession. In 1805 the war terminated by the widow of Khem Savant adopting Ramchandra Savant, or Bhau Saheb, who was murdered in 1807. He was succeeded by Phond Savant, who ruled till 1812, under the regency of Durga Bai, second widow of Khem Savant. Shortly before his death, in consequence of repeated piracies committed by his subjects, a Treaty (No. IV) was negotiated in 1812 with him for the suppression of piracy. He was required to cede the fort of Vingorla, and to promise to cede the forts of Reri and Neoti, if piracies were committed in future. All vessels leaving Neoti were subjected to search by the British authorities. To this treaty it was proposed to add supplementary articles, ceding absolutely the forts of Reri and Neoti, and binding the Raja to abstain from hostilities with other States and to refer all disputes to the arbitration of the British Government, who, on their part, were to guarantee the territories then in the

Raja's possession against the aggression of all foreign powers. But, as the terms of these articles were believed to interfere with some supposed claims of the Peshwa to supremacy over Savantvadi, these negotiations were never prosecuted to a conclusion.

On the death of Phond Savant, his son, Khem Savant, succeeded, Durga Bai being again Regent. She commenced her rule by forcibly occupying the forts of Bharatgarh and Narsingarh, which had been wrested from Savantvadi a few years before by the Raja of Kolhapur, the integrity of whose territories the British Government were by a recent treaty bound to defend. The Rani rejected all proposals for an amicable adjustment of the dispute, and Savantvadi was therefore declared to be in a state of war. The districts of Maland and Varad, interlaced with the territory in Malwan which had been ceded to the British Government by Kolhapur, were seized, and preparations were made for the invasion of Savantvadi. Hostilities, however, were suspended in consequence of the anarchy which prevailed in Savantvadi, arising out of disputes between Durga Bai, supported by Sambhaji Savant, and another Rani, Dadi Bai, supported by Chandroba. The latter wished to place in power a person pretending to be the Bhau Saheb, who, they alleged, had not been murdered in 1807. Durga Bai was reduced to great difficulties, and offered to adjust all causes of quarrel if the British Government would support her cause. Interference, however, was declined. In the meantime the Chiefs who headed the rival factions seized forts and plundered on their own account. Their depredations extended to British territory. During the war with the Peshwa also, Durga Bai, who had again recovered much of her former power, threatened the invasion of British territories, and did what she could to support the Peshwa's cause. The depredations committed in British territory did not cease even after the overthrow of the Peshwa; and it was found impossible longer to postpone hostilities with Savantvadi. A force was marched into the country, and terms were offered after the capture of the forts of Yashwantgarh or Reri and Neoti. Meanwhile Durga Bai had died, and the regency had been assumed by the two Ranis, Savitri Bai and Narmada Bai, the surviving widows of Khem Savant. The terms offered were readily accepted, and a Treaty (No. V) was concluded on the 17th February 1819, by which the British Government agreed to protect the State of Savantvadi, and the regency acknowledged British supremacy and agreed to abstain from political intercourse with other States, to deliver up to the British Government persons guilty of offences in British territory, to cede the whole line of sea-coast from the Karli river to the boundaries of the Portuguese possessions, and to receive British troops into Savantvadi. In consideration of the readiness with which these terms were accepted, a portion of the territory which had been ceded to the British Government, yielding a net revenue of Rs. 30,000, was by Treaty (No. VI) restored in the following year.

In 1820 thrree Agreements were mediated between the Kolhapur and Savantvadi Darbars. The first (No. VII) regulated the amount of revenue to be paid to the fort of Rangna from the district of Mangaon; the second (No. VIII) fixed the revenue payable to the fort of Manohargarh from the district of Manohar; and the third (No. IX) transferred the village of Sivapur from Savantvadi to Kolhapur, in exchange for another village. In 1822 the revenue assignments for the forts were commuted to a money payment of Pirkhani Rupees 7,834-6-8 to Kolhapur; but in 1826 a tract of country yielding the same amount was transferred to Kolhapur by the British Government, and thereafter the money payment was made by Savantvadi to the British Government.

Khem Savant was entrusted with the administration of the State in 1822. His affairs soon got into disorder, and in 1830, and again in 1832, he received the assistance of British troops to suppress rebellion. On the latter occasion he was required to execute a Treaty (No. X), by which he bound himself not to remove his Minister without the sanction of the British Government; to adopt such measures of reform as the British Government might sanction; and to pay the cost of any troops required for the settlement of his affairs.

The mismanagement of the country under Khem Savant was in no way lessened by the measures adopted under these treaties; and the Sardars of the State became almost independent of his authority. In 1838, therefore, the British Government assumed the management of the State (No. XI) with the consent of the Chief who, at the same time, transferred (No. XII) to them the right to levy land and sea customs in Savantvadi on their agreeing to pay him annually a sum equal to the average amount realised in the three preceding years.

The turbulent Sardars several times rebelled and attempted to throw off the control of the British Government, more particularly in 1839 and 1844; but the outbreaks were suppressed, and the country has since remained quiet.

In 1845 the Savantvadi mint was suppressed and British coinage introduced.

In 1846 the fort of Manohar and the possessions below the Ghâts appertaining to it were transferred from the Kolhapur State to Savantvadi for control and management. In 1863 all pecuniary and territorial claims of Kolhapur connected with the Manohar fort and certain villages of the fort of Prasidhgarh were settled, and in lieu thereof a fixed sum of Rs. 3,898-10-2 is annually paid by the Savantvadi State to Kolhapur.

In 1857 no attempt was made to disturb the peace.

Khem Savant, who had received a Sanad of Adoption in 1862 (*see* Surat Agency No. IV), died in 1867, and was succeeded by his son, Phond

Savant or Anna Saheb, who had joined the rebel Sardars in 1844, and after the suppression of the disturbances found a refuge at Goa. He was subsequently allowed to return to Savantvadi, but was declared to have forfeited his position as heir to the *gaddi*. In 1861, however, he was pardoned and recognised as heir to the Chiefship, on the condition that the debt due to the British Government on account of the expenses incurred in putting down the insurrection in 1844 should be cleared off, and that nasarana of a year's revenue should be paid on the succession of Phond Savant, who should then enter into an agreement to protect his subjects and pay for the expense of a British Agent and his establishment. The debt, amounting to more than 5¼ lakhs of rupees, was paid off in 1862, and on the accession of Phond Savant in 1867 the prescribed nasarana was levied. The incapacity of the new Chief made it necessary to impose more stringent restrictions on his independence of action than had been contemplated in 1861; he was therefore required, among other stipulations, to accept the scheme of administration which had been introduced by British authority; to refrain from making any organic changes, except with the previous approval of Government; and to submit for the approval of the British Government the name of any person whom he might wish to nominate as Minister or Secretary.

In 1867 the Ruler of Savantvadi was granted a permanent salute of 9 guns.

Anna Saheb died in 1869, before the conclusion of the formal agreement which it had been proposed to take from him. He was succeeded by his only son, Raghunath Savant, who was not installed owing to his misconduct and incapacity. He died in 1899, and was succeeded by his cousin, Sri Ram Savant Bhonsle, on payment of a nasarana of Rs. 1,96,458-8.

Sri Ram Savant died on the 24th April 1913 and was succeeded by his only son the present Sar Desai Khem Savant Bhonsle *alias* Bapu Saheb, born on the 20th August 1897. During his minority the administration was carried on by the Political Agent up to the 14th September 1916, when modifications were introduced. The appointment of a resident Political Agent was abolished and his duties were entrusted to the Collector of Belgaum: and an Administrator was appointed for the State, to work under the general supervision of the Collector.

Sar Desai Khem Savant Bhonsle served in Mesopotamia during the Great War.

In 1921 the Ruler of Savantvadi was granted a permanent local salute of 11 guns within his own territory.

Sar Desai Khem Savant Bhonsle was invested with full powers on the 29th October 1924 and the administration of the State was handed over to him on the same day.

The area of Savantvadi is 925 square miles; the population, according to the Census of 1921, 206,440; and the gross revenue Rs. 7,63,827.

The Savantvadi Local Corps, which had a sanctioned strength of 250 men, was amalgamated with the Armed Police in 1909. The State has (1926) 187 Armed Police with 2 serviceable guns.

The Ruler enjoys plenary jurisdiction, that is power to try for capital offences, without permission from the Political Agent, all persons in his territories except Europeans, including European British subjects, Americans, Government servants and other British subjects.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

No. I.

ARTICLES of PEACE and FRIENDSHIP agreed on and concluded by ROBERT COWAN, ESQ., PRESIDENT and GOVERNOR of BOMBAY, for and in behalf of the HONOURABLE ENGLISH EAST INDIA COMPANY, and BAPAJEE NAIQUE, CHIEF COMMANDER at SEA for PONDESAUNT SARDESAY of CUDDALL, for and in behalf of the said SARDESAY,—1729-30.

ARTICLE 1.

That there shall henceforward for ever be a firm peace and friendship betwixt the said Honourable English East India Company, their servants and subjects and the said Sardesay, his subjects, and vassals, by land and sea, under the following conditions :—

ARTICLE 2.

That in case the fleet of the said Sardesay shall, at any time, meet at sea any ships or vessels under English colours, whether of war or merchandize, they shall not molest them, but on discovery that they belong to the English, give them all the assistance they can ; and in case of meeting with a single vessel, they shall not, after showing her colours, chase her with more than one gallivat, to be certainly informed that she is really English ; in like manner, when the vessels of war of the said Honourable Company shall meet at sea the fleet or vessels of the said Sardesay, they shall permit them to pass unmolested on showing their colours, and sending a gallivat or other small embarkation to certify who they are.

ARTICLE 3.

If at any time, through stress of weather, or any other accident, any vessels belonging to the English should be drove ashore and shipwrecked in the ports or territories of the said Sardesay, they shall not be forfeited ; on the contrary, all aid and assistance shall be given the people belonging to them in saving and preserving the said vessels and their cargoes, and free liberty granted to transport or dispose of what is so saved, as they shall think proper, without paying any salvage, custom, or duty whatever for the same ; and the like shall be observed with all vessels belonging to the subjects of the said Sardesay that shall meet with the like misfortune in the ports or territories of the said Honourable Company.

ARTICLE 4.

The ports, places, and settlements of the said Honourable Company and the said Sardesay shall be free and open to the subjects and servants of both to navigate and trade in on paying the respective duties that are usually paid at the said ports and places, or that shall be hereafter stipulated and agreed on.

ARTICLE 5.

The sons of Canojee Angria being professed enemies to the Honourable Company and the said Sardesay it is agreed that the joint endeavour of both shall be exerted

to destroy the said enemy, the Honourable Company by their vessels of war by sea distressing them as much as possible, and the Sardesay both by land and sea as much as in his power; and when a proper opportunity offers, the said President and Governor, in behalf of the said Honourable Company, promises to give the said Sardesay what assistance he can to destroy the said enemy by uniting one or more of the Honourable Company's vessels of war with the fleet of the Sardesay, the better to obtain the end desired; but in case of such an union of the marine force of both parties, the chief command of the united force shall remain to the English Commander.

ARTICLE 6.

That the Honourable Company shall supply the Sardesay with such artillery and warlike stores as he may want, and they can conveniently spare at reasonable prices.

ARTICLE 7.

That these Articles agreed on and concluded shall be exchanged and ratified by the said President and Governor under the seal of the said Honourable Company, and by the said Sardesay under his proper seal, in six months from the date hereof, or sooner if opportunity offers.

Done in Bombay Castle, the 12th day of January 1729-30.

Ratified by the Governor of Bombay on 17th April 1730.

No. II.

ARTICLES of AGREEMENT with the BHONSLA, concluded at the FORT at RARRE, the 7th April 1765.

ARTICLE 1.

There shall be perpetual peace and friendship re-established between the Honourable Company and Khem Sawunt, the Bhonsla, their successors and heirs: and for the stricter observance of the following Treaty of peace, Khem Sawunt, the Bhonsla, agrees to send two hostages of note, with their families, to reside at Bombay, and to be maintained at his charge.

ARTICLE 2.

The Bhonsla renounces all pretensions which he has heretofore formed, or might form, to the lands and tenements situated between the rivers of Karlee and Salsee from the sea-shore up to the foot of the ghauts, which he cedes and guarantees to the Honourable Company in full right, and will put them in possession of the same, as likewise the sovereignty of the said river and the islands therein; but the Bhonsla requests and hopes the Honourable Company will cause the amount of one-third of the annual revenues of the said lands and tenements to be paid him,

either in money or Europe staples, or in grain. In consideration of his agreeing to and fulfilling the 10th Article, the Honourable Company, on their part, renounce all pretensions to the lands, rents, revenues, and tributes, which now or heretofore did pay obedience, rents, or tributes to the Malwans in any part of this country to the south of the river Karlee, and cedes and guarantees the same in full right to the Bhonsla.

ARTICLE 3.

The Bhonsla agrees to pay to the Honourable Company one lakh of Rupees as the restitution for the expenses they have been at during the trouble subsisting between the contracting parties; half to be paid in eight days from the time in which this Treaty is concluded, Rupees 25,000 within 12 months of this date, and the remainder Rupees 25,000 within three years from the date hereof.

ARTICLE 4.

The Bhonsla will not, by any menaces or otherwise, directly or indirectly deter the inhabitants of the different districts or villages ceded to the Honourable Company from living in them peaceably; and furthermore, will oblige all the inhabitants, with their families, who belonged to or lived in the aforesaid districts, who have quitted them, or may hereafter leave them, to return to their habitations.

ARTICLE 5.

The English subjects and the subjects of the Bhonsla shall have free liberty of trade and commerce with each other without any hindrance or molestation.

ARTICLE 6.

The Bhonsla will permit the Honourable Company to build a factory or factories on any part of his territories adjacent to the sea-shore for vending their commodities, and to keep there such servants and people as they shall think necessary for conducting the same; and should any of the merchants or others, his subjects, become debtors to the English, they shall have liberty to imprison their persons, or seize their effects, and vend them till satisfaction is obtained.

ARTICLE 7.

The Bhonsla grants to the Honourable Company an exclusive right (except to the Portuguese nation) of importing and vending all Europe cloths, lead, iron, steel, copper, and Europe commodities, in his territories, and to pass the same through his country.

ARTICLE 8.

The Bhonsla will allow all merchants or vanjarrahs free liberty to pass and repass his territories to and from Fort Augustus with their effects, merchandize, carriages, and beasts of burden, they paying the accustomed duties and no more on any pretence whatever.

ARTICLE 9.

The Bhonsla agrees to deliver up all the effects which have been carried away from Fort Sundero in the Malwan gallivats, with guns and all kinds of stores belonging to them, if any such can be proved to be in his possession now or at any other time.

ARTICLE 10.

If Jeejaboy Maharajah, the Ranee, shall offer to invade the territories of either of the contracting powers, or that she hinders the merchants or vanjarrahs from passing the ghauts, and the Honourable Company should find it necessary to attack her, in such case the Bhonsla agrees to assist and aid the Honourable Company with his whole force, and furnish a sufficient number of draught and pack oxen to carry ammunition, provisions and stores.

ARTICLE 11.

The Bhonsla shall not keep any fleet, or have any vessels or gallivats equipped for war.

ARTICLE 12.

If ever the Honourable Company should think proper to demand of the Mahrattas the lands in the districts of Salsee, which formerly belonged to the Malwans, that in such case they will likewise demand for and on behalf of the Bhonsla the lands in the said districts formerly belonging to him: the Bhonsla to pay an adequate share of the expenses that may accrue to the Honourable Company in making these demands.

ARTICLE 13.

The fort of Mussoora, with all the guns, shot, carriages, and stores therein, shall be delivered up to the Honourable Company, in its present situation, within eight days from this date; in lieu whereof the Honourable Company shall at the same time deliver up to the Bhonsla the fort of Raree, with all guns and carriages found on the walls when conquered by the English.

ARTICLE 14.

The Bhonsla will not entertain in his service any people belonging to the English, whether Europeans or others, nor suffer any European deserters to pass through his districts, but, on the contrary, give strict orders to all his officers to seize such as may be seen in his dominions, and return them to the Chief of Fort Augustus on promise of pardon, whether they are applied for or not. The English will observe the same in respect to the subjects of the Bhonsla; and slaves to be returned on both sides.

ARTICLE 15.

If any vessels or boats belonging to the English, their subjects or dependants, shall at any time be drove ashore, or wrecked in any part of the Bhonsla's dominions, he agrees to afford all suitable assistance for the preservation of such vessels and their cargoes, and whatever part thereof may be saved to be delivered

up to their right owner without any salvage whatever, except the labourers' hire; the English on their parts to observe the same in respect to the vessels belonging to the Bhonsla.

ARTICLE 16.

If at any time the Bhonsla should have occasion for powder and ball and military stores, the Honourable Company will supply him with what they can spare at the usual rates.

ARTICLE 17.

The Honourable Company agree, if convenient to them, to furnish the Bhonsla with troops to go against his and their enemies.

ARTICLE 18.

The Bhonsla agrees to fulfil the first, second, third, and thirteenth Articles within eight days from the signature of this Treaty; in default of which, he agrees to pay all the charges of maintaining the garrison of the fort of Raree till they are fulfilled, at which time the Honourable Company will deliver up the fort of Raree.

ARTICLE 19.

In witness of these Articles of agreement between the contracting parties, we the underwritten agents and ministers plenipotentiary have signed with our hands, and in their name, and in virtue of our full powers, the present definitive Treaty, and have caused the seals of the Honourable Company and the Bhonsla to be put thereto.

Done at the Fort of Raree, the 7th day of April 1765.

No. III.

ARTICLES of AGREEMENT made and entered into by and between the HONOURABLE UNITED COMPANY of MERCHANTS of ENGLAND trading to the EAST INDIES and KHEM SAWUNT, the BHONSLA, concluded at the FORT RAREE, the 24th of October 1766.

ARTICLE 1.

There shall be perpetual peace and firm friendship re-established between the Honourable Company and Khem Sawunt, the Bhonsla, their successors and heirs; and for the stricter observance of the following Treaty of peace, the Bhonsla agrees to send (should the Company require it) two hostages of note with their families to reside at Bombay, and to be maintained at his charge.

ARTICLE 2.

The Bhonsla agrees to pay the Honourable Company Rupees 2,00,000 as restitution for the expenses they have been at from the time the troubles subsisted

between the respective parties, and maintaining the fort of Raree, Rupees 80,000 to be paid in three months from the 24th October 1766, that is, Rupees 50,000 the first month, and Rupees 30,000 within the three months; the remaining Rupees 1,20,000 to be paid in two years from said 24th of October 1766, at equal payments of Rupees 60,000 each year, for the performance of which the Bhonsla agrees to give Vittojee Commotim of Goa as security, and the amount to be paid in Peerkhaney and Hookarey Rupees, and as security to Vittojee, the Bhonsla agrees to lodge in the Honourable Company's hands two hostages by name Dowlut Delvie and Seuzam Bawah, who are to reside at Bombay, and to be maintained at his expense.

ARTICLE 3.

The Honourable Company, in consideration of the Bhonsla's fulfilling the foregoing Articles, do agree on the payment of the first sum, *viz.*, Rupees 80,000, to deliver him, the said Bhonsla, the fort of Raree, and do further renounce all claim or pretensions to the lands and tenements belonging thereto.

ARTICLE 4.

The Honourable Company will carry away all guns, carriages, mortars, shot, shells, powder, stores, etc., of what kind soever they may have brought here, and they do give up to the Bhonsla such guns and carriages as are here that were belonging to fort Raree.

ARTICLE 5.

Khem Sawunt, the Bhonsla, will permit the Honourable Company to build a factory, etc., with warehouses at Raree, at such place as may be most convenient for them, at which place they will hoist their flag, or on any part of his territories adjacent to the sea-shore, for vending their commodities, and to keep there such servants and people, also vessels and boats, as they shall think necessary for conducting the same, and should any of the merchants or others, his subjects, become debtors to the English, they shall have free liberty to imprison their persons, seize their effects, and vend them till satisfaction is made and obtained.

ARTICLE 6.

The English subjects and the subjects of the Bhonsla shall have free liberty to trade and commerce with each other without any hindrance or molestation.

ARTICLE 7.

Khem Sawunt, the Bhonsla, will not directly or indirectly give any hindrance or molestation to any vessels or boats with English colours and passes, or any vessels or boats going under English convoys; in like manner the English will not molest any boats or vessels belonging to Khem Sawunt, the Bhonsla, or his subjects, provided they have passes or certificates with the Bhonsla's seal affixed.

ARTICLE 8.

The Bhonsla grants to the English nation an exclusive right (except the Portuguese) of importing and vending all Europe commodities, as lead, iron, steel. cloths, copper, etc., in his country, and to pass the same through his territories

ARTICLE 9.

Khem Sawunt, the Bhonsla, will allow all merchants or vanjarrahs free liberty to pass and repass his territories, to and from the English factory, with their effects, merchandize, packages, carriages, and beasts of burden, they paying the accustomed duties and no more on any pretence whatever.

ARTICLE 10.

Khem Sawunt, the Bhonsla, will not entertain in his service any people belonging to the English, whether Europeans or others, but on the contrary give strict orders to his officers to seize such as may be seen in his dominions, nor suffer any European deserters to pass through his country but return them to the Resident of the English factory, whether they are applied for or not, on promise of pardon; the English will observe the same in respect to the subjects of the Bhonsla, etc., and slaves to be returned on both sides.

ARTICLE 11.

If any vessels or boats belonging to the English, their subjects or allies, or those trading under their protection, at any time be drove ashore or wrecked in any part of the Bhonsla's dominions, he agrees to afford all suitable assistance for the preservation of such vessels and their cargoes, and whatever part thereof may be saved to be delivered up to the lawful owners without any salvage whatever, except the labourers' hire; the English on their parts to observe the same in respect to any vessels belonging to Khem Sawunt, the Bhonsla.

ARTICLE 12.

Khem Sawunt, the Bhonsla, will not, by menaces or otherwise, directly nor indirectly plunder, or in any shape molest, the inhabitants or others that may have served or lived under the protection of the English during the time they were in possession of fort Raree, but permit them to enjoy peaceably their houses, lands, and tenements, in the same free and ample manner as when the Bhonsla's government subsisted before the English conquered this place. The least infringement of this Article will be highly resented by the Honourable Company.

ARTICLE 13.

Khem Sawunt, the Bhonsla, agrees, should the Honourable Company be attacked, and they should require his assistance, to provide them with what troops they may want, they supplying them with provisions only; the Honourable Company in like manner agree to assist the Bhonsla should it be convenient for them.

ARTICLE 14.

Khem Sawunt, the Bhonsla, in consideration of Vittojee Commotim's standing his security to the Honourable Company for the amount of this Treaty, does make over to the Honourable Company in his behalf, and for his use, the village and district of Vingorla, with all its carts, farms, rents, customs, etc., of any kind or sort whatsoever, for the term of 13 years, at which place the Honourable Company will hoist their flag and keep there such servants and people as they may think proper, and should Khem Sawunt, the Bhonsla, not have satisfied Vittojee Commotim for the amount of the Treaty at the expiration of the term of 13 years, the Honourable Company will continue to keep it in their hands until he has received full satisfaction, at which time it will be returned to Khem Sawunt, the Bhonsla, but the Honourable Company will still continue their factory if they think proper.

ARTICLE 15.

In witness of these Articles of agreement between the contracting parties, I, the underwritten Agent, for and in behalf of the Honourable United East India Company, and Khem Sawunt, the Bhonsla, for himself, have signed with our hands, and in virtue of our full power, the present definitive Treaty, and have caused the seals of the respective parties to be affixed thereto.

Done at Fort Raree this 24th day of October 1766.

THOMAS MOSTYN.

No. IV.

ARTICLES of AGREEMENT concluded between the RAJAH PHOND SAWUNT BHONSLA BAHADUR, SARDESAY of COODALL and its DEPENDENCIES, on the one part, and COURTLAND SCHUYLER, ESQ., CAPTAIN of HIS BRITANNIC MAJESTY'S 84th REGIMENT of FOOT, and BRITISH ENVOY at GOA, under instructions from the RIGHT HON'BLE GILBERT, LORD MINTO, GOVERNOR-GENERAL of BRITISH INDIA, on behalf of the HON'BLE EAST INDIA COMPANY, on the other part,—1812.

ARTICLE 1.

There shall be perpetual peace and friendship between the Honourable Company and the Rajah Phond Sawunt Bhonsla and their successors and heirs for ever.

ARTICLE 2.

In order to the effectual suppression of the piracies which have hitherto been practised by the subjects of the Rajah Phond Sawunt Bhonsla, it is hereby agreed upon, on the part of the Bhonsla, that the fort of Vingorla and the battery of

Gunaramo Tembe, with the port and proper limits thereof, shall be ceded in full right and sovereignty to the Honourable Company for ever, and the British troops shall be put in immediate possession of the same.

Article 3.

It is further agreed on the part of the Rajah Phond Sawunt Bhonsla that he will deliver up to the Honourable Company all gallivats, pattamars, and other vessels of every description that may hereafter be found equipped in a warlike manner, and that the same shall become lawful prizes to the Honourable Company.

Article 4.

It is further agreed upon on the part of the Rajah Phond Sawunt Bhonsla that no vessel of any description whatever belonging to the Sawunt Waree State shall be allowed to proceed to or from the port of Newty without first being examined by a person or persons who will be appointed for that purpose by the British authority, and also that a guard of British troops shall be stationed at the port of Newty for the same purpose.

Article 5.

It is also agreed upon on the part of the Rajah Phond Sawunt Bhonsla, his heirs and successors, that if at any time hereafter any of his subjects shall be guilty of piratical acts, the forts of Raree and Newty shall be given up to the Honourable Company in like manner with Vingorla.

Article 6.

It is further agreed on the part of the Honourable Company that as soon as the British troops shall be put in possession of the fort of Vingorla the blockading squadron shall be withdrawn, and the ports in the Sawunt Waree State shall be opened for the free trade of the subjects of the Honourable Company and the Rajah Phond Sawunt Bhonsla.

Article 7.

British merchants shall be allowed the free liberty of passing and repassing the territories of the Rajah Phond Sawunt Bhonsla with their effects, merchandizes, carriages, and beasts of burden upon paying the same land tolls as paid by the natural subjects of the Rajah, and no more upon any pretence whatever.

ARTICLE 8.

The British troops and subjects residing within the territory of the Raja Phond Sawunt Bhonsla shall not be obliged to pay a greater price for the produce of his country than the natural subjects of the Rajah.

ARTICLE 9.

That British subjects residing within the territories of the Rajah Phond Sawunt Bhonsla shall be solely amenable to the British authority, and any offences they may commit shall, on a representation from the Rajah to the officer commanding, be duly attended to; and the like to be observed on the part of the British towards the subjects of the Rajah.

ARTICLE 10.

All military stores of every denomination, and all supplies of provisions and Europe articles imported for the use of the British officers and troops residing in the Sawunt Waree State, to be allowed to pass duty free.

In witness hereof, we the undersigned Rajah Phond Sawunt Bhonsla Bahadoor, Sardesay of Coodall and its dependencies, and Courtland Schuyler, Esq., Captain in His Britannic Majesty's 84th Regiment of Foot, and British Envoy at Goa, have signed the present Agreement, and have caused our respective seals to be set thereto.

Done at the village of Mardoor, in the district of Santaida, Sawunt Waree State, on the 3rd day of October 1812.

Additional Article.

It is further agreed upon that private property of every description belonging to subjects of the Rajah Phond Sawunt Bhonsla within the limits of the fort of Vingorla and battery of Gunaramo Tembe ceded to the British shall be respected; and further that the British authority will not afford its protection to any of the subjects of the Bhonsla who may be guilty of offences against the Sawunt Waree State; the latter part of this Article to be observed by the Rajah Phond Sawunt Bhonsla towards British subjects.

MINTO.

N. B. EDMONSTONE.

A. SETON.

Ratified by the Right Honourable the Governor-General in Council, at Fort William in Bengal, the 15th day of January 1813.

J. MONCKTON,

Persian Secretary to Government.

No. V.

TREATY between the HONOURABLE EAST INDIA COMPANY and the REGENCY OF SAWUNT WAREE on the part of RAJAH KHEM SAWUNT BHONSLA, settled by MAJOR-GENERAL SIR WILLIAM GRANT KEIR, K.M.T., on the part of the BRITISH GOVERNMENT, and by RAJAH KHEM SAWUNT BHONSLA on the part of GOVERNMENT of SAWUNT WAREE, by virtue of full powers from the BRITISH GOVERNMENT, on the one part, and with the concurrence and consent of the REGENCY of SAWUNT WAREE, on the other,—1819.

ARTICLE 1.

There shall be perpetual peace and friendship between the British Government and the State of Waree.

ARTICLE 2.

The British Government engages to protect the principality and the territory of Sawunt Waree.

ARTICLE 3.

The Regency on the part of Rajah Khem Sawunt Bhonsla agrees to act in subordinate co-operation with the British Government and acknowledge its supremacy, and will not have any connection with other Chiefs and States.

ARTICLE 4.

The Regency on the part of Rajah Khem Sawunt agrees not to enter into negotiations with any Chief or State without the knowledge or consent of the British Government.

ARTICLE 5.

The Regency on the part of Rajah Khem Sawunt Bhonsla agrees not to commit aggressions on any one; if by accident disputes arise with any one, they shall be submitted to the arbitration and award of the British Government.

ARTICLE 6.

The Rajah and his heirs and successors shall remain absolute rulers of the country, and the jurisdiction of the British Government shall not be introduced into that principality.

ARTICLE 7.

The Treaty of ten Articles concluded at Mardoor between Captain Courtland Schuyler and Rajah Phond Sawunt Bhonsla on the 3rd October 1812 is hereby confirmed; but Rajah Khem Sawunt Bhonsla, having perfect confidence in the

justice of the British Government, agrees that if any of his subjects be guilty of crimes within the territories of the British Government, they shall be tried and punished by the officers of the British Government.

ARTICLE 8.

Whereas frequent depredations have been committed in the British territory by subjects of the State of Sawunt Waree, the Regency on the part of Rajah Khem Sawunt Bhonsla agrees never to employ in the service of the government of Sawunt Waree Sumbajee Sawunt or Babna Gopaul, the principal instigators of those depredations. The Regency further engages to deliver up to the British Government such of the perpetrators of those depredations as may be in their power to apprehend, and whose names have been given in by Major-General Sir William Grant Keir, K.M.T. It is further stipulated and agreed that all subjects of the State of Sawunt Waree who may in future be guilty of plundering the territories of the British Government, or any of its allies, are to be given up to the British Government to be punished according to the laws of that government; and in the event of the real criminals not being given up, the amount of the property plundered is to be paid by the government of Sawunt Waree to the British Government.

ARTICLE 9.

The Regency on the part of Rajah Khem Sawunt Bhonsla cedes in perpetuity to the British Government the forts of Raree (Eshwuntghur) and Newty, together with the lands round those forts, which have hitherto belonged to their jurisdiction, comprehending the districts of Pant and Ajgaum, and the whole lines of sea coast from the Karlee River to Vingorla, and from Vingorla to the Portuguese territory; and as Sumbajee Sawunt and Babna Gopaul are unable to reimburse the claims of the British Government, out of consideration to the Rajah Khem Sawunt Bhonsla, those claims are expressly relinquished on the part of the British Government.

ARTICLE 10.

As a further security against a renewal of the depredations committed by the subjects of the Sawunt Waree government, the Regency, on the part of Rajah Khem Sawunt Bhonsla, agrees to admit any British detachment that may be thought necessary by the British Government into any part of the territory of Sawunt Waree, and to afford it every assistance, seizing plunderers and freebooters.

Concluded at Majgaum, 17th February 1819.

WILLIAM GRANT KEIR,
Major-General.

The above Treaty, consisting of ten Articles, was agreed to by Rajah Khem Sewant Bhonsla Bahadoor Sardesay, with the approval of Nerbudda Bai and Saveetree Bai.

Approved by the Governor-General of India in Council on 24th April 1819.

No. VI.

ARTICLES of AGREEMENT stipulated and agreed upon between the HONOURABLE EAST INDIA COMPANY and the REGENCY of SAWUNT WAREE on the part of RAJAH KHEM SAWUNT BHONSLA BAHADOOR, SARDESAY of COODALL and its DEPENDENCIES, settled by CAPTAIN GIDEON HUTCHINSON in charge of the POLITICAL DUTIES, on the part of the BRITISH GOVERNMENT, and by RAJAH KHEM SAWUNT BHONSLA BAHADOOR, on the part of the GOVERNMENT of SAWUNT WAREE, by virtue of full powers from the BRITISH GOVERNMENT, on the one part, and with the concurrence and consent of the REGENCY of SAWUNT WAREE, on the other,—1820.

ARTICLE 1.

The British Government, in token of its friendship towards the Sawunt Waree State, and to evince that it demanded the cession of the Ajgaum and Pant districts, ceded by the Treaty concluded on the 17th February 1819, for the sole purpose of putting an effectual stop to the depredations committed in the Honourable Company's territories by the subjects of the Sawunt Waree State, does hereby restore to Rajah Khem Sawunt Bhonsla Bahadoor the Ajgaum and Pant districts (with the exception of the forts of Eshwuntghur (Raree) and Newty, and the villages forming the line of the sea-coast), and the undermentioned villages of the Boordavee district, in perpetuity, *viz.*, the inland villages of the Ajgaum district, Ajgaum, Asoolee, Manoos, Urioundy, Tuhoanny, Terrawanny, Kenslay, and Gooldeway; the inland villages of the Pant district, Pant, Tayndoolee, Chandwan, and Kurnathee; and of the Boordavee district, the villages Wurroos, Kuswun, Wussurgaum, Hussaul, Koonday, Purvay, Kassurrul, and Gauree-warreetururdy.

ARTICLE 2.

It is expressly agreed, and it is stipulated on the part of the Regency, for and in behalf of Rajah Khem Sawunt Bhonsla Bahadoor, that no person of, or belonging to, the abovenamed places, and others that may be hereafter given on any account or cause whatsoever, shall be responsible, or punished for any acts committed or done by orders, or sanction, or cognizance of the Honourable Company prior to the date of their being delivered to the possession of the Sawunt Waree

The above Treaty, consisting of two Articles, was agreed to, and concluded by, Rajah Khem Sawunt Bhonsla Bahadoor, Sardesay of Coodall and its dependencies, with the approval of Nerbudda Bai and Saveetree Bai, at Sawunt Waree, the 7th day of February 1820, corresponding to Thursday, the third of Rubbelaker in the year Soorsun Ashreen Myatein-wu-Ulf.

G. HUTCHINSON, *Captain*,
In Charge, Political Duties.

NOTE.—The above Treaty was confirmed by the Bombay Government on the 9th March 1820.

No. VII.

AGREEMENT made and concluded by CAPTAIN GIDEON HUTCHINSON on the part of the HONOURABLE EAST INDIA COMPANY, RAJESOREE RAMCHUNDRA PANT MALHAR and BUCHAJEE ANUNT on the part of the CURVEE DURBAR, and RAJESOREE VISNOO BHUT MAYEWANKUR, NAROBAM PANTGAMKUR on the part of the WAREE DURBAR, establishing the revenue payable to the FORT of PURSADHGHUR or NANGNAY from the DISTRICT of MAUNGAUM, south of the COODAL RIVER; SAWUNT WAREE, 16th March 1820.

—	GRAIN.			Total.	Cash.	TOTAL.
	COOMLA.		IMPOST.			
	Suat Crop.	Geemrias Crop.	Malmey Khoree.			
					Rs. a. p.	*Rs. a. p.*
Manugaum	30 1 0	5 0 0	..	35 1 0	..	..
Jharap	1 0 0	..	..	1 0 0	..	..
Nanayhe	4 1 0	1 0 0	0 1 0	5 2 0	15 0 0	15 0 0
Basnurday	2 0 0	0 2 0	..	2 2 0	..	..
Salgaum	5 1 0	1 1 0	..	6 2 0	..	..
Total fifty churrays and two carideys				50 2 0	15 0 0	15 0 0

The payment of the grain and cash to be made according to ancient usage.

G. HUTCHINSON, *Captain*,
In Charge, Political Duties.

No.

AGREEMENT made and concluded by CAPTAIN GIDEON HUTCHINSON on the part MULHAR and BUCHAJEE ANUNT on the part of the CURVEER DURBAR on the part of the WAREE DURBAR, establishing the revenue payable to 6th March 1820.

—	GRAIN.					Total.
	COOMLA.		IMPOST.			
	Surd or Monsoo Crop.	Gumas Crop.	Sur Dayshmookhee.	Dohahya.	Mal. Moykhooree.	
Seersoongay . . .	12 0 0	0 0 10	0 2 8½	1 0 17	2 0 0	15 3 15½
Wurlay . . .	21 0 0	0 2 10	1 0 6½	2 0 13	2 2 0	27 1 0½
Kulmeest . . .	14 0 0	0 0 0	0 2 16	1 1 12	2 0 0	18 0 8
Wowulleeya . .	6 0 0	0 0 0	0 1 4	0 2 8	1 2 0	8 1 12
Daywasoo . . .	6 0 0	0 2 0	0 1 6	0 2 12	1 2 0	8 3 18
Parpclee . . .	14 0 0	1 2 0	0 3 2	1 2 4	2 0 0	19 3 6
Kaysurree . . .	21 0 0	1 2 0	1 0 10	2 1 0	2 2 0	28 1 10
Santolee . . .	3 0 0	0 0 0	0 0 12	0 1 4	0 3 0	4 0 16
Buwulat . . .	5 0 0	0 0 0	0 1 0	0 2 0	1 1 0	7 0 0
Danolee . . .	3 0 0	0 0 0	0 0 12	0 1 4	0 3 0	4 0 16
Oopurwurr . . .	10 1 0	0 2 10	0 1 8½	1 0 7	2 0 0	14 1 0½
Sangaylee . . .	43 0 0	1 1 0	2 0 17	4 1 14	3 0 0	53 3 11
Kalaylee . . .	23 0 0	1 2 0	1 0 18	2 1 10	2 2 0	30 2 14
Ambaygaum . .	11 3 0	0 2 0	0 2 9	1 0 18	1 2 0	15 2 7
Mahakholee . . .	5 3 0	0 0 0	0 1 3	0 2 6	1 0 0	7 2 9
Kandoolee . . .	6 0 0	0 0 10	0 1 4½	0 2 9	1 0 0	8 0 3½
Moray . . .	10 2 0	0 0 10	0 2 2½	0 2 5	1 2 0	13 0 17½
Sowpore . . .	7 0 0	0 1 15	0 1 9½	0 2 19½	1 0 0	9 2 4½
Wusolee . . .	13 0 0	0 2 10	0 2 4½	1 1 9	2 0 0	17 2 13½
Wansee . . .	4 2 0	0 0 0	0 0 18	0 1 16	0 2 0	5 2 14
Sankurrur . . .	4 2 0	0 0 5	0 0 18½	0 1 16½	0 2 0	5 2 19½
Total three hundred and twenty-four bhurrays one candy and five kooroons						324 1 5

The cash payments to be in the following mode:—Five annas in every Rupee in the month of Shrawun;
in every Rupee in the month of Chetree. The payments in grain in the following mode:—The surd rice in the
Veshak; and the Condolee measurement. One quarter of the Coomla grain to be paid at the village of Seevapore
failure of the crop a survey by both parties is to be made and division made accordingly to it, and the respective
and within thirty days after the receipt of the order at the villages the above payments are to be made. In
quarters per bhurray, and in failure of the payments above ten kooroons per bhurray to be added to the amount
mamlutdar and others under the fort of Munohur, bearing date in from the month of Asween last to the present
failure of the crop, is to be of no effect. The grain and cash as above written are year by year to be paid to the
quantity of grass upon each burray of the Coomla to be (182) one hundred and eighty-two bundles, the
excepting in the village Seevapore. In exchange of Seevapore the village of Ambaygaum is given.

Finally signed and concluded this 24th day of March 1820.

VIII.

of the Honourable East India Company, Rajesoree Ramchundra Punt and Rajesoree Vushnoo Bhut Mayrwankur and Naroram Pantgamkur the Fort of Munohurghur from the District of Munohur, Sawunt Waree,

Cash.									Total.
Impost.									
Nukthab or fixed sum.	Mushut puttee.	Phanus.	Bojay Dust.	Troop.	Kagud Baha.	Khood Mussulla.	Havildar Dussara.	Carcoonee.	
10 2 2	3 0 0	4 1 0	4 0 0	9 0 0	1 2 0	1 1 0	0 3 0	12 0 0	46 1 2
15 1 0	5 1 0	4 0 0	4 2 0	15 3 0	2 0 0	3 0 0	1 1 0	21 0 0	71 0 0
10 2 1	3 2 0	5 0 0	4 0 0	10 2 0	1 2 0	1 2 0	1 0 0	15 0 0	52 2 1
2 0 2	1 2 0	2 0 0	2 0 0	4 2 0	1 0 0	1 0 0	0 3 0	6 0 0	20 3 2
2 0 2	1 2 0	2 0 0	2 0 0	4 2 0	1 0 0	1 0 0	0 3 0	7 0 0	21 3 2
10 2 1	3 2 0	4 0 0	4 0 0	10 2 0	1 2 0	1 2 0	1 0 0	14 0 0	50 2 1
10 2 1	5 1 0	5 0 0	5 0 0	15 3 0	2 0 0	2 0 0	1 1 0	21 0 0	67 3 1
2 0 1	0 3 0	2 0 1	2 0 0	2 1 0	1 0 0	1 0 0	0 2 0	4 0 0	15 2 2
4 1 0	1 1 0	4 0 0	4 0 0	3 3 0	1 2 0	1 2 0	0 3 0	5 0 0	26 0 0
2 0 1	0 3 0	2 0 1	2 0 0	2 1 0	1 0 0	1 0 0	0 3 0	4 0 0	15 3 2
8 1 0	2 2 0	3 0 0	3 0 0	7 2 3	1 2 0	2 0 0	0 3 0	10 0 0	38 2 3
23 1 2	10 3 0	..	5 0 0	32 1 0	3 0 0	3 0 0	2 0 0	40 0 0	119 1 2
19 2 3½	6 3 0	5 0 0	5 0 0	17 1 0	1 2 0	2 0 0	1 0 0	25 0 0	83 0 3½
6 1 3	3 0 0	2 2 0	2 1 0	9 0 0	1 0 0	1 3 0	0 2 0	12 0 0	38 0 3
2 0 2	1 2 0	2 0 1	3 0 0	4 1 1	1 0 0	1 0 0	0 2 0	7 0 0	22 2 0
1 0 1	1 2 0	1 2 0	1 2 0	4 2 0	1 0 0	1 0 0	0 2 0	6 0 0	18 2 1
5 1 1	2 2 2	3 0 0	3 0 0	7 3 2	1 0 0	1 0 0	0 2 0	12 0 0	36 1 1
8 1 0	1 3 0	2 0 0	1 2 0	5 1 0	1 0 0	1 0 0	0 2 2	8 0 0	29 1 0
3 0 0	3 1 0	3 0 0	3 0 0	9 3 0	1 2 0	1 2 0	0 3 0	15 0 0	45 3 0
2 0 2	1 0 2	1 0 0	0 3 0	3 1 2	0 2 0	0 2 0	0 2 0	5 0 0	14 3 2
1 0 2	1 0 2	1 0 0	0 3 0	3 1 2	0 2 0	0 2 0	0 2 0	5 0 0	13 3 2
Total eight hundred and forty-nine Rupees two and a half annas.									849 0 2½

four annas in every Rupee in the month of Asseen; four annas in every Rupee in the month of Pous; three annas month of Kartick; the Wurree and Natchnee grain in the month of Pous; the Geemwas rice in the month of in the kothie admeasurement; the remainder in the several villages in the Acenay measure. In the event of shares of the Kolhapore and Waree States. The revenue orders are to be issued on the 1st of the above months default of the non-issue of the revenue orders the payment to be made in cash at the rate of eight Rupees and two payable. All bonds or other papers on account of the current or past year's revenue taken by or being with the date, are hereby null and void. The article pointing out that both Durbars were to make a survey in case of a fort of Monohur; the villages, when wholly uncultivated, are to be exempted, and the revenue remitted. The commutation rate rupees one and three quarters per thousand. The Waree Durbar to exercise the sovereignty

G. HUTCHINSON, *Captain*,

In charge of Political Duties.

No. IX.

AGREEMENT for the TRANSFER of the VILLAGE of SEEVAPORE TO THE KOLHAPORE DURBAR,—1820.

The Vakeels of the Kolhapore Durbar having proposed that the Waree Durbar should relinquish their right of sovereignty in the village of Seevapore for the following reasons :—

1st.—That the village for the last thirty years had been under the complete authority of the fort of Monohurghur.

2nd.—That the lands are cultivated and the village mostly inhabited by the garrison of Monohurghur.

3rd.—The extreme probability of immediate and never-ending disputes between the soldiers of both States from the irritated feelings entertained by each.

4th.—That as the Government granary is to be situated in that village, it would be highly desirable that the Kolhapore officers should be exempted from foreign jurisdiction.

5th.—That as the village was close under the fort, the presence of a guard from Sawunt Waree would be detrimental to the safety of the fort.

The Waree Durbar had no objection if the subjoined arrangements were acceded to :—

ARTICLE 1.

That as the sovereignty was to be relinquished *in toto*, it was desirable the Kolhapore Durbar should also relinquish its rights and claims to a village.

ARTICLE 2.

That as the village of Seevapore was esteemed of importance to the safety of the fort, they, in an equal degree, held in similar importance the village of Ambaygaum.

ARTICLE 3.

That the ancient village receipts of the revenue from Seevapore to the Waree State, and store of Ambaygaum to the Kolhapore State, should be the basis of the exchange in adjusting the revenue.

The difference on examination of the ancient village records is none or little.

The Kolhapore revenue from Ambaygaum being bhurrays 7-1-0, and Rupees 13-1-3.

The Waree revenue from Seevapore being bhurrays 7-0-0, and Rupees 26-0-0¼.

The difference by the present agreement is thus :—

The Waree Durbar relinquishes its revenue from Seevapore.

Grain bhurrays 4-3-12½, Rupees 26-3.

The Kolhapore Durbar relinquishes its revenue from Ambaygaum.

Grain bhurrays 15-2-7, Rupees 38-3.

An excess only of bhurrays 10-2-13 in lieu of the advantages of the sole sovereignty and jurisdiction of the Seevapore.

In avoidance of the future disputes the above arrangements were made and concluded.

SAWUNT WAREE, } *The 24th March 1820.* }

G. HUTCHINSON, *Captain,*
In Charge, Political Duties.

No. X.

SUBSTANCE of a MEMORANDUM of RAJAH KHEM SAWUNT BHONSLA BAHADOOR, SARDESAY PRANT COODAL and MEHALS; Soosun Shullasheen Myateiu-wu-Ulf, —1832.

My country has been thrown into disorder and confusion more than once through my own misconduct, and the Honourable Company now, at my request, undertakes to restore my authority. I therefore engage to act up to the following conditions, on which alone the assistance of the Honourable Company is extended to me:—

ARTICLE 1.

I will appoint Vittul Rao Mahadeo Suchness, my karbarree, to manage the affairs of my State, and I will not remove him without the consent of the British Government.

ARTICLE 2.

Whatever measures of reform for the reduction of my expenses or those of my State, and whatever arrangements for the satisfaction of those whom my misgovernment has rendered discontented, the said karbaree may advise, and the British Government may sanction, I will authorise and act up to, and enforce, and I will offer no obstructions whatever, and I will engage to the utmost of my ability and power always to support the said minister in the discharge of the duties entrusted to him.

ARTICLE 3.

If I fail in either of these conditions I shall have deservedly forfeited the friendship and confidence of the British Government, with whom it will then remain to make a suitable arrangement for the State, preserving the musnud to my son according to the Treaty.

ARTICLE 4.

Whatever extra expenses are required on account of troops, or for any other causes relative to the settlement of the principality, I agree to defray.

The above four Articles I agree to; Chundree 2nd Shaban Oorf Posh Shud Tretiah Shekkah 1754, Nundunnam Suwuntsurre, 25th December 1832. The

memorandum executed on the 19th instant did not contain the name of the kar-barree appointed, in consequence of which this memorandum is drawn up and the first destroyed.

Approved by the Bombay Government on 15th January 1833.

No. XI.

TRANSLATION of a LETTER from the CHIEFTAIN of SAWUNT WAREE, to RICHARD SPOONER, POLITICAL SUPERINTENDENT of SAWUNT WAREE, dated 15th September 1838.

You have come to Waree and represented to me that my country is sorely vexed by the depredations of lawless rebels, and that the finances of the State and also other matters are in great disorder; that therefore, under instructions from the Bombay Government, you had come to Waree, and that, until you had settled the country and made good arrangements with respect to all affairs of the State, you intended to have the entire management of my country and issue every order respecting it through the Minister Moro Punt Leleh, and you asked me whether I had any objections to the measure.

In reply I beg to observe that great friendship has from olden time existed between the Honourable Company's and my government; and in order that my State may not sustain any loss, and may eventually be made over to me again in the same manner as I have hitherto enjoyed it, your government have sent you here to settle the country, and you have explicitly explained to me the measures which they intend to adopt, and that you intend to have the entire management of the country until it is settled and brought into good order.

By the adoption of the above measure my State will not sustain any loss, therefore I am willing that you and the Minister Moro Crustu Leleh should take the entire management of the country, and govern it justly and according to the existing customs and usages of the country.

Great friendship exists personally between me and yourself, and I have every confidence in you. I am therefore desirous that you alone should carry the above measures into effect, and that you should remain here until the country is settled, and having accomplished this, that you should restore the country to me, and that you should not leave me until the country is made over again to me. If any other gentleman comes here to manage the entire affairs of the country, it will be derogatory to my own personal dignity and to that of my State.

Therefore I trust you will make arrangements that no other gentleman may be sent to conduct this business, but that you, having settled the country and made every arrangement respecting it, will restore it again to me the same as before, and that the Treaty entered between the Honourable Company and my government in A.D. 1819 be respected, and that the protection of the Honourable Company may be always continued to me and to my State.

No. XII.

AGREEMENT entered into between ALEXANDER ELPHINSTON, ESQ., COLLECTOR OF ZILLAH RUTNAGHERRY, and UJUM RAJAH KHEM SAWUNT BHONSLA BAHADOOR, SARDESAY of PRANT COODALL, SUMSTHAN SOONDUR WARE (Sawunt Waree), dated 25th Jemmadee-ool-Akhir Soorsun Tissa Sullasseen Myatein-wu-Ulf (corresponding with the 15th September A.D. 1838).

ARTICLE 1.

Ujum Rajah Bahadoor does hereby renounce all claim to the sea and land customs, including the fee for stamping piece goods, which he has hitherto levied within as well as on the borders of the territory of the Waree Sumsthan ; hereafter the Rajah Bahadur has no claim to the abovementioned items of customs.

ARTICLE 2.

Ujum Rajah Bahadoor does hereby make over to the British Government the right of establishing nakas on the frontier of the Waree Umul, and the territory consisting of Perne and other mehals now held by the Portuguese of Goa, and of levying customs there, as also of levying sea customs at the port of Banda. The British Government can levy the customs according to its own rules, and in any manner it pleases, to which levy the Rajah Bahadoor is not to raise any objection on any account.

ARTICLE 3.

With the exception of the places mentioned in Article 2 of this agreement, the levy of land customs, including the fee for stamping piece goods at all other places in the Waree Sumsthan Umul, is abolished.

ARTICLE 4.

The British Government shall annually make a certain payment to the Rajah Bahadoor in lieu of the sea and land customs, including the fee for stamping piece goods, which the Waree Sumsthan hitherto levied, and of the huks which the hukdars received direct, after examining the collections for the three years, *viz.*, 1834-1835, 1835-1836, and 1836-1837, and after fixing the average, or a third of the total thereof, the amount of the average shall be annually paid to the Rajah Bahadoor.

ARTICLE 5.

The Rajah Bahadoor having signified his wish to the British Government that articles imported from Goa for his own use, and for the use of his durrukdars, might be exempted from customs as long as the customs did not exceed Rupees five hundred, the British Government complied with the request ; and with a view to avoid constant trouble the British Government agrees to pay annually to the Rajah Bahadoor, on account of the remission, a sum of Rupees five hundred in cash in addition to the amount of average alluded to in Article 4, and therefore the Rajah Bahadoor is not to raise any dispute on account of the above exemption.

ARTICLE 6.

If the British Government should give orders to re-establish the levy of land customs in its own dominions, the Rajah Bahadoor is at liberty to levy customs within his territory at all land nakas, with the exception of the abovementioned nakas, on the Waree and Goa frontier and seaports, which have been made over to the British Government for the purpose of establishing nakas. If the British Government should not issue orders to levy land customs in its own dominions, the Rajah Bahadoor is not at liberty to levy them within his own territory. But should a decision (for levying) be passed (by the British Government), then the difference between the average of the customs of the frontier and seaport nakas, and the average agreed to be paid to the Rajah Bahadoor in Article 4, that is, the average of the customs of the nakas at which the Rajah Bahadoor may commence levying customs, is not to be paid to him by the British Government.

The above are the six Articles agreed upon.

Dated 25th Jemmadee-ool-Akhir (15th September A.D. 1838).

Confirmed by the Bombay Government on the 12th October 1838.

X.—DHARWAR AGENCY.

SAVANUR.

Abdur Rauf Khan, the founder of the Pathan family of Savanur, obtained in 1680 from the Emperor Aurangzeb the grant of the jagir of Bankapur, Torgal and Asimnagar, with a command of 7,000 horse. The family, though connected by marriage with Tipu Sultan, was entirely stripped of its possessions by him, and the Nawab sought the protection of the Peshwa, from whom he received a pension of Rs. 48,000 a year. Through the intervention of General Wellesley this was subsequently converted into a grant of territory, yielding an equal amount of revenue.

As the Savanur State was rather a grant in lieu of pension than an independent jagir, the British Government, on their accession to the sovereignty of the Southern Mahratta Country, exercised complete jurisdiction over it; but, when the grades of privileged classes were formed, the Nawab was placed in the first rank and, in consideration of the former high position and power of the family, was declared to be no longer subject to the jurisdiction of the Magistrate of the District.

In 1860 complete civil jurisdiction was conferred as a special mark of favour on Nawab Abdul Dalil Khan. In 1869 it was decided that this jurisdiction was personal to him, and could not be exercised by succeeding Nawabs without the express sanction of Government.

Abdul Dalil Khan died in 1862, and was succeeded by his eldest surviving son Abdul Khair Khan.

In 1866 the Ruler of Savanur received an Adoption Sanad (No. I).

Abdul Khair Khan died in 1868, and was succeeded by his son Abdul Dalil Khan, who died in 1884 without male issue, and was succeeded by Abdul Tabriz Khan, on whose succession a nazarana of Rs. 28,790 was levied.

In 1887 the Nawab ceded (*see* Satara Agency No. III) civil and criminal jurisdiction over the lands in his State which were occupied or might thereafter be occupied by the Southern Mahratta Railway.

Abdul Tabriz Khan died on the 26th July 1892, and was succeeded by his son the present Nawab Abdul Majid Khan, born on the 7th October 1890. During his minority the State was administered by the Diwan under the supervision of the Collector as Political Agent.

In 1894 an arrangement was made entrusting the abkari revenue to Government: and this arrangement still continues. The State receives the actual revenue realised by Government from the abkari management.

In 1904 the State consented to its hemp drugs revenue being leased to the British Government up to the 31st March 1906. The arrangement

has since been periodically continued: it was last renewed in 1925 for a period of ten years, at an annual compensation of Rs. 1,245.

In 1912 the State entered into an Agreement of reciprocity (No. II) with the British Government, and in 1913 with other neighbouring States, for the recovery of revenue and other dues and for the surrender of *mudamal* and criminals charged with any of the offences mentioned in Schedule I to the Indian Extradition Act (XV of 1903), or with offences against the Opium, Abkari, Salt and Arms Acts.

Nawab Abdul Majid Khan was installed on the 12th November 1912.

The area of Savanur is 70 square miles; the population, according to the Census of 1921, 16,830; and the average annual revenue Rs. 1,70,305.

The State is neither tributary nor bound to maintain any contingent of horse or foot. It possesses (1926) 20 Armed Police and 2 serviceable and 2 unserviceable guns.

The State was liable to the operation of the nazarana rule up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

No. I.

ADOPTION SUNNUD granted to the NAWAB of SAVANOOR,—1866.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, any succession to the government of your State which may be legitimate according to Mahomedan law will be upheld.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagements which record its obligations to the British Government.

J. LAWRENCE.

19th March 1866.

No. II.

AGREEMENT of RECIPROCITY between the BRITISH GOVERNMENT on the one hand and the SAVANUR DARBAR on the other for the RECOVERY of LAND REVENUE and other REVENUE DUES and the SURRENDER of CRIMINALS and MUDAMAL, —1912.

Whereas great inconvenience is caused in collecting land revenue and other revenue dues, and in the surrender of criminals and Mudamal for want of reciprocity between the British Government and the Savanur Darbar, hereinafter called the contracting parties;

And whereas the two contracting parties are desirous of having a reciprocity of agreement in the matter of collection of revenue dues and the surrender of criminals and Mudamal, the following terms are agreed upon between the British Government on the one hand and the Savanur Darbar on the other.

ARTICLE I.

Each of the contracting parties hereby agrees to recover the land revenue and other revenue dues payable by persons within its own territory to the other, in accordance with the provisions of the Bombay Land Revenue Code, 1879 (Bom. V of 1879), and the rules made thereunder, both of which are in force in the Savanut State.

ARTICLE II.

Each of the contracting parties hereby agrees to surrender to the other, on requisition made by the other, persons found within their territory, who are charged with any of the offences mentioned in the First Schedule to the Indian Extradition

Act, 1903 (XV of 1903), or with any offence against the Opium, Salt, Abkari and Arms Acts.

ARTICLE III.

A prisoner undergoing sentence in a prison of one of the contracting parties will also be surrendered on demand to the other contracting party, for the trial of any of the offences of the classes mentioned in Article II above, before the expiry of the term of imprisonment awarded by the contracting party within whose territory the prisoner may be undergoing sentence of imprisonment, provided that he is sent back to the territory from which his surrender was asked, after the completion of trial, to finish his term of imprisonment in the territory whence he was brought. After the imprisonment is finished, he will be sent back to the territory of the contracting party requiring him, in case he has been convicted. A note to that effect should however be communicated to the contracting par y originally surrendering the convict.

ARTICLE IV.

In the case of a convicted prisoner being under sentence of death the surrender may be refused. Similarly if a prisoner undergoing sentence of imprisonment is surrendered to the other contracting party on a charge of murder and is sentenced to death by the Court of the latter, it shall not be necessary to return him to the contracting party originally surrendering him for the completion of his term of imprisonment.

ARTICLE V.

All property including live stock required in a criminal case will be surrendered to the contracting party that has made the demand.

ARTICLE VI.

All charges for maintenance and conveyance of persons in every case will be borne by the contracting party that makes the surrender. In cases where a convict has been surrendered and has to be re-surrendered after his trial the cost of maintenance during the time of his detention for trial will be borne by the contracting party that demands his surrender, which will also bear the cost of reconveyance to the territory of the contracting party that makes the original surrender.

ARTICLE VII.

In the case of property, including cattle, the conveyance and maintenance charges up to the place of destination will be borne by the contracting party that makes the surrender, *i.e.*, the contracting party from which the property is obtained. In case such property is returned to the contracting party from which it was originally brought, such charges will be borne by the contracting party that originally asked for it.

Dated the day of October 1912.

XI.—NASIK AGENCY.

SURGANA.

Surgana lies to the north-west of the Nasik district, and is ruled by a Chief called the Deshmukh.

The ancestors of the Deshmukh were Konkani Kunbis, who lived in the fastnesses round Hatgad. During Muhammadan rule a nominal allegiance was claimed from them, and they were entrusted with the duties of preventing predatory incursions above the Ghâts by the Bhils and Kolis of the Dangs; of rendering military service when required; and of keeping open the roads that ran through their territory. For this they were granted several villages in Surgana. Under Mahratta rule the Deshmukh refused to pay any revenue, and his country, along with the Dangs, was included in "rebel land" (Bandi Mulk). But, as Surgana lay on one of the high roads between the Deccan and Surat, efforts were made to conciliate the Chief. The Deshmukh continued independent until 1818, when the British Government led an expedition against the Deshmukh Malharrao to punish him for an attack made on a police party stationed at Surgana. He was seized and hanged, and his cousin, Bhikajirao, who had helped Government against Malharrao, was recognized as the head of the State and vested with the chief authority. Bhikajirao was murdered in a disturbance set up by Malharrao's widow, and his son Yeshwantrao was recognized as the representative of the chief branch. The Chiefship descends in the line of one branch, while the representative of another branch (Bhadarkar) used to receive an equal share in the revenues, under orders issued by the Court of Directors in 1846. But, under an arrangement (Appendix I) made in 1908 by the Political Agent, the Bhadarkar branch receives a monthly allowance of Rs. 150, and a share of 3 annas in the rupee of the State balance at the end of the year; while 5 annas goes to the ruling Deshmukh, and 8 annas to the Reserve Fund kept in the State Treasury to meet unforeseeen emergencies and only to be drawn upon for purposes approved by the Political Agent.

Shankarrao, who succeeded in 1867, died on the 2nd June 1898, and was succeeded by his son Prataprao, who died on the 22nd June 1930. He was succeeded by his son the present Deshmukh Yeswantrao, born on the 21st July 1902.

With a view to assimilating the abkari administration in Surgana to the system in force in the adjoining British districts, Shankarrao had in 1889 entered into a ten-years agreement, which was periodically renewed, with slight modification, until 1923. In 1927 it was renewed (No. I) for a further period of ten years with effect from the 24th August 1927.

In 1903 the Deshmukh agreed to prohibit the cultivation of hemp, on consideration of his receiving a refund of ¾ths of the duty levied on hemp drugs imported into the State. From the 1st April 1917, under the authority of Bombay Government Resolution, Political Department, No. 4082, dated 28th May 1917, 13/14ths of the duty is refunded to the State on its furnishing to the Commissioner of Excise the required bill, supported by a certificate to show that the drugs mentioned in the bill reached their destination.

The area of Surgana is 360 square miles; the population, according to the Census of 1921, 14,912; and the average revenue Rs. 52,000. The State pays no tribute to the British Government.

The State has (1926) 14 Armed Police.

Surgana was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

No. I.

ARTICLES OF AGREEMENT for the assimilation of the ABKARI SYSTEM and taxation in the SURGANA STATE with the ABKARI SYSTEM and taxation in force in the British Collectorates adjoining the SURGANA STATE,—1927.

Preamble.—Whereas it is considered desirable to place the administration of the Abkari revenue of the Surgana State on a footing similar to that of the administration of the Abkari Revenue in the British Territory adjoining the Surgana State which is carried on in accordance with the provisions of the Bombay Abkari Act, 1878, as amended from time to time and also to prevent injury to the Abkari revenue of either the British Territory or that belonging to the Surgana State by illicit manufacture of liquor or by smuggling of liquor from one territory into the other, the following articles have been agreed on between Prataprao Shankarrao, Esquire, Deshmukh of Surgana on behalf of himself, his heirs and successors on the one part and R. G. Gordon, Esquire, Political Agent, Surgana State, for the time being on behalf of the British Government on the other.

ARTICLE I.

The Deshmukh of Surgana engages that the law of the Surgana State, as regards Abkari, shall be the Bombay Abkari Act of 1878 as amended from time to time or any law which may hereafter be substituted for that Act in the Bombay Presidency.

ARTICLE II.

The Deshmukh of Surgana further engages to conduct the Abkari administration of the State on the following principles :—

(*a*) The selling price of liquor in the Surgana State shall for the present be not less than Rs. 2-4-0 per gallon of 60° degrees U. P. and double that rate per gallon of 30° degrees U. P. but these rates may be enhanced from time to time by the Deshmukh with the approval of the Political Agent.

(*b*) The strengths of liquor placed on sale shall be the same in the Surgana State and the Nasik District.

(*c*) The standard of measure used for the sale of liquor and the instruments and methods used for testing the strength of liquor in the Surgana State shall be exactly similar to those used in the Nasik District.

(*d*) One Distillery only will be established in the Surgana State in such place as may be determined upon by the Deshmukh and the Political Agent, and no change in the location of the Distillery shall be made without the consent of the Political Agent.

(*e*) Forms of leases and licenses for the manufacture and the sale of the liquor in the Surgana State shall be subject to the approval of the Political Agent.

(*f*) No shop for the sale of liquor may be opened at any place either in the Surgana State or in the British territory within 3 miles distance from the boundary between the State and British territory except at the villages named below. Provided that this arrangement may be modified at any time by the Deshmukh with the consent of the Political Agent.

British Villages.	Surgana State Villages.
1. Ladgaon	1. Surgana.
	2. Umbarthan.
2, Guhi Jambhulpada.	3. Khutvihir.
	4. Umbarvihir.
	5. Chinchpada.
	6. Pangarne.
	7. Kathipada.
	8. Malegaon.
	9. Ambathe.

(*g*) In all other respects the system of Abkari management in the Surgana State shall, as far as practicable, be similar to that prevailing in the Nasik District.

(*h*) The Political Agent shall in cases of difference existing in the practice and procedure in force under any of the abovementioned heads (*b*), (*c*) and (*g*) in British territory adjoining the Surgana State and having regard to the state of Abkari administration in the Native States marching with the Surgana State determine the manner in which the said stipulation shall be carried out in the Surgana State or in different parts thereof and the Deshmukh of Surgana engages to regulate the Abkari administration of the Surgana State in accordance with such decision of the Political Agent.

ARTICLE III.

The Deshmukh of Surgana also engages to furnish promptly to the Political Agent all information and accounts relating to the manufacture and sale of liquor and the system of management followed that may from time to time be called for by the Political Agent and to afford facilities for the inspection of his distillery, liquor shops and the general Abkari arrangement by any officer not below the rank of a Mamlatdar or an Inspector of Excise who may be specially deputed for the purpose by the Political Agent.

ARTICLE IV.

The Deshmukh of Surgana further engages to communicate promptly to the Political Agent information respecting arrests made and cases tried by officials

of the State for offences against the Abkari law committed in the Surgana State by the subjects of the British Government. In like manner the Political Agent will communicate to the Deshmukh information of arrests made and cases tried by British Officials for offences against the British Abkari Law committed in British territory by subjects of the Surgana State.

ARTICLE V.

The Deshmukh of Surgana engages to carry out all the stipulations of this agreement throughout his territory in alienated as well as khalsa villages.

ARTICLE VI.

Nothing in this agreement shall affect the tapping of toddy trees or the taxation or sale of toddy either in the fermented or unfermented state. The Deshmukh engages to prohibit the distillation of spirit from toddy in the Surgana State.

ARTICLE VII.

This agreement will remain in force for ten years from the date hereof and shall be renewable with the mutual consent of both parties. This engagement agreed to at Surgana on the 24th day of August 1927.

PRATAPRAO SHANKARRAO DESHMUKH,

Deshmukh of Surgana.

R. G. GORDON,

Collector and Political Agent, Nasik.

XII.—KOLHAPUR RESIDENCY.

KOLHAPUR.

Kolhapur claims the first rank among the Indian States in the Bombay Presidency, and the rulers are the representatives of the younger branch of the family of Shivaji the Great, founder of the Mahratta Empire, and bear the distinctive honorific title of "Chhatrapati Maharaj"

After the death of Shivaji's younger son, Rajaram, who was the head of the Mahratta power during the captivity of his nephew Sahuji, his widow Tara Bai placed her son Shivaji in power. He died in 1712 and was succeeded by Sambhaji, son of Rajaram's younger widow. The Kolhapur family, supported by Ram Chandar Pant Amatya, Sarje Rao Ghatge of Kagal, and other powerful Chiefs, long struggled to retain the supremacy among the Mahrattas, but were compelled to yield precedence to Sahuji, who by treaty* in 1731 recognised Kolhapur as a distinct and independent principality

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* *Partition Treaty of Satara, dated 26th April 1731.*

ARTICLE 1.

The following Treaty, drawn up between His Majesty Aba Sahib (Shahu Raja) and Sambhaji Raja, has been agreed to on the part of the latter, as hereafter specified.

ARTICLE 2.

I agree to receive, as my share of the dominion, that part of the country lying to the southward and eastward of the Krishna river below its junction with the Warna, including all the forts and posts within the said boundary, and all claims whatsoever.

ARTICLE 3.

The whole of the country lying south of the junction of the two rivers aforesaid as far as the junction of the Tungabhadra and Krishna, including all the forts and posts within the said boundary.

ARTICLE 4.

The whole of the tract lying south of the fort of Visiadrug.

ARTICLE 5.

I agree to cede the fort of Ratnagiri, and to receive the fort in Kopal in lieu thereof, and I will destroy the post at Wargam according to agreement.

ARTICLE 6.

I agree to relinquish the posts in the districts of Mirch and Bijapur, now in my possession.

ARTICLE 7.

I agree to receive the half of any conquests to be made between the river Tungabhadra and Rameshwar.

ARTICLE 8.

I agree to attack any State which shall engage in war against Satara, and, in like manner, to Raja of Satara agrees to make war with any State attacking this house.

On the death of Sambhaji in 1760, the direct descendants of Shivaji became extinct. A member of the Bhonsla family was adopted as his successor under the name of Shivaji, and the widow of Sambhaji conducted the administration during the minority. Under her administration the greatest irregularities prevailed both by sea and land.

The prevalence of piracy compelled the British Government to send an expedition against Kolhapur in 1765, which resulted in the conclusion of a commercial Treaty (No. I) in January 1766. The conditions of this treaty, however, were never observed. The payments which Kolhapur had agreed to for the expenses of the expedition were not made; piracy was not suppressed; and in 1792 another expedition was prepared. The Raja thereupon signed another Treaty (No. II) in November 1792, engaging to give compensation for the losses which the merchants had sustained from the year 1785, and to permit the establishment of factories at Malwan and Kolhapur.

The Rani died in 1772. After her death, the young Raja was long engaged in war with other Mahratta powers, more particularly the Patwardhan family, the Savant of Wari and the Nipanikar, and his government was weakened by internal factions. During these struggles, the British Government on several occasions declined to interfere between the parties; but in 1811, during a war between the Nipanikar and Kolhapur, when the British Resident at Poona was engaged in the settlement of the Southern Mahratta Country, a peace was negotiated between the contending parties: and in 1812 the Raja of Kolhapur concluded a Treaty (No. III) with the British Government, by which, in return for the cession of certain forts, he was guaranteed against the aggression of all foreign powers, and engaged to abstain from hostilities with other States and to refer all his disputes with other States to the arbitration of the British Government.

Shivaji died in 1812. He left two sons, Shambhu or Aba Sahib, who succeeded him, and Shahaji or Bawa Sahib. In the war with the Peshwa in 1817 Aba Sahib cordially sided with the British; and in reward for his services the districts of Chikori and Manoli, which in former years had been wrested from Kolhapur by the Nipanikar, were restored. Aba Sahib was murdered in 1821, his infant son died in 1822, and the succession devolved on Bawa Sahib, who proved an oppressive and profligate ruler. Three times between 1822 and 1829 the British Government were obliged to move a force against him in consequence of his aggressions on other Chiefs in which he did not even respect

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ARTICLE 9.

I agree to entertain no person discarded from the service of the Raja of Satara, nor is he to entertain any person discarded by me.

The above nine Articles, being stipulated and mutually agreed on between both parties, shall in nowise be departed from in the least on my part.

British territory and of the spoliation of his jagirdars which drove them to rebellion.

In 1826 he signed a Treaty (No. IV), by which he agreed to reduce his army to its peace establishment, to attend to the advice of the British Government in all matters affecting the public peace, to respect the rights of certain jagirdars, and never to grant an asylum to rebels. In 1827, in consequence of his infraction of the 2nd article of the Treaty of 1826, he was forced to sign a preliminary Treaty (No. V), which was modified in 1829 (No. VI). By this he agreed to limit his army to 400 horse and 800 infantry; to retrocede the districts of Chikori and Manoli and to cede Akiwat; to admit British troops into his forts; to pay Rs. 1,47,948 compensation to certain jagirdars and to cede lands as security for the payment; and to accept a minister appointed by the British Government.

Bawa Sahib died in 1838, and was succeeded by his minor son, Shivaji. A Council of Regency was formed, consisting of Shivaji's mother, his aunt, and four officials. Soon after, the members of the Regency quarrelled, and the young Raja's aunt, Diwan Sahiba, assumed the entire control of the State. The misrule was so great that the British Government interfered under the provisions of the treaty and appointed a minister of their own, whose efforts to reform the administration resulted in a general rebellion which extended to the neighbouring State of Savantvadi. After the suppression of the rebellion the direct administration of the State was assumed by the British Government: the forts of every description were dismantled, the system of hereditary garrisons was abolished, the military force of the State was disbanded and a local corps entertained in its stead, and the Kolhapur State was required to pay the expense of suppressing the rebellion. In 1862 the management was restored to Shivaji, and a new Treaty (No. VII) was concluded with him by which he was bound, in all matters of importance, to be guided by the advice of the British Government.

During the mutiny of 1857 the Raja remained faithful in his allegiance to the British Government; but his younger brother, Chima Sahib, joined the rebels. He was subsequently imprisoned and died in confinement.

In 1862 the Ruler of Kolhapur received a Sanad of Adoption (*see* Surat Agency No. IV).

Shivaji died in 1866, and was succeeded by his nephew and adopted son, Rajaram, then sixteen years of age. During his minority the administration of the State was assumed by the British Government.

In 1867 the Ruler of Kolhapur was granted a permanent salute of 19 guns.

Rajaram died without issue in 1870, while on a tour in Europe. There was no near blood relation of Rajaram eligible for adoption, but Government declared their willingness to recognise as his successor any person who might be selected as most fitting and acceptable to the family and the principal persons of the State, even though he might not fulfil all the conditions required by Hindu law and the custom of the Kolhapur family. Their unanimous choice fell upon Narayan Rao Bhonsle, son of Dinkar Rao, the head of the Khanvat Bhonsles and next of kin to the Kolhapur family: and it was confirmed by the British Government. He was installed as Raja of Kolhapur in October 1871, and took the name of Shivaji.

In October 1880 the Kolhapur State entered into an Agreement (No. VIII), prohibiting the cultivation of the poppy and the manufacture of opium in Kolhapur territory, and the import of opium into the State.

Raja Shivaji had begun to show signs of insanity in 1879, and in 1882 a committee of medical officers pronounced him incurable. A Council of Regency, with the Jagirdar of Kagal as Regent, was appointed to conduct the administration. Shivaji died in December 1883, and was succeeded by Yeshwant Rao Baba Sahib Ghatge, the eldest son of the Regent, whose adoption by Anandibai Sahiba Rani, Shivaji's widow, was sanctioned by Government. The young Raja assumed the title of Shahu II (Shahaji) Chhatrapati, and the administration continued to be conducted by the Regency Council. On the death of the Jagirdar of Kagal in March 1886, the Political Agent, under the orders of Government, took his place as President of the Council for a few months, till in November of that year Government appointed the Diwan to be President.

The oppressive export and import duties known as 'sthalbharit' and 'sthalmod' were abolished in 1886; and in the same year the State agreed (No. IX) to a larger measure of free trade. By this Agreement the whole of the Southern Mahratta Country jagirs, as well as the State of Kolhapur, were ultimately placed on the same footing as British districts, and a large accession of traffic to the Southern Mahratta Railway and its feeders was secured.

In 1886 the State ceded full jurisdiction, short of sovereign rights, over the lands acquired for the Madras and Southern Mahratta Railway (No. X): and in 1888 over those acquired for the Kolhapur State Railway (No. XI).

In 1891 an Agreement (No. XII) was executed between the State and the Southern Mahratta Railway Company, for the working of the Kolhapur State Railway.

Shahu Chhatrapati was formally installed in April 1894. In 1895 the last clause of the 7th article of the Agreement of 1862 (No. VII), by which the Raja of Kolhapur had been compelled to refer sentences of death to the authority of the Government of Bombay, was so modified as to remove this restriction on the Raja's power (No. XIII).

In 1900 the Ruler of Kolhapur was granted the hereditary title of Maharaja (No. XIV).

In 1903 the residuary jurisdiction in the Feudatory Jagirs, which under article 8 of the Agreement of 1862 was exercised by the Political Agent, was to a great extent restored to the Kolhapur Darbar (No. XV).

In January 1904 the Darbar agreed to prevent the smuggling of hemp drugs from the State into British territory, by assimilating its system to that obtaining in the Bombay Presidency.

The revision survey of the Kolhapur district was completed in 1905.

In 1911 the designation of the Political Agent was changed to that of Resident.

Shahu Chhatrapati died on the 6th May 1922 and was succeeded by his son the present Maharaja Shri Rajaram Chhatrapati Maharaj, born on the 30th July 1897.

In 1927 the Darbar ceded full and exclusive power and jurisdiction of every kind over the lands acquired in the State for the Pandharpur-Miraj Extension of the Barsi Light Railway (No. XVI).

In November 1929 the Darbar executed an Agreement regarding the provincialisation of the portion of the Belgaum-Hungund road lying within the limits of the State. This Agreement was concluded too late for inclusion of a copy of it in the present edition.

In 1930, by a Kharita issued too late for inclusion in the present edition, powers of supervision over his feudatories, previously exercised by the British Government by virtue of Article 8 of the Agreement of 1862 (No. VII), were transferred to the Ruler of Kolhapur.

The Maharaja of Kolhapur exercises unlimited civil and criminal powers subject to the proviso that he cannot try British subjects for capital offences without the permission of the Resident.

The area of Kolhapur is 3,217 square miles; the population, according to the Census of 1921, 833,726; and the gross revenue Rs. 87,39,522.

The military forces of the State consist (1926) of 172 Cavalry, 550 Infantry, 312 Armed Police and 24 Artillery men with 14 serviceable and 46 unserviceable guns.

The Feudatory Jagirdars of Kolhapur, who are nine in number, may be said to represent the members of the ministerial cabinet of the State of by-gone days. They are allowed to exercise partial jurisdiction

in their Jagirs, which were granted to the original holders for the maintenance of troops and of their own position and dignity.

These Jagirdars pay Nazarana to the parent State on the occasion of a succession, and the military services performed by them in former days have been commuted into money payments. They are all in some degree under the supervision of the Resident at Kolhapur, who acts, as far as circumstances permit, in co-operation with the Darbar. Minor Jagirdars are placed under the joint guardianship of the Darbar and the Resident. Any new law enacted or introduced by the parent State comes into force in these Jagirs with the consent of the British Government. All civil cases against the Jagirdars themselves are disposed of by a combined court consisting of the Resident and a representative of the Maharaja. The Jagirdars are not allowed to alienate any portion of their estates beyond their own life-time without the sanction of the Maharaja.

Particulars regarding the Feudatory Jagirdars of Kolhapur.

Serial No.	Name of Feudatory Estate.	Names of present holder.	Title or Designation.	Caste.	Year of birth.	Area in square miles.	Population according to Census, 1921.	Revenue (1925-26).	Military service commutation.
								Rs.	Rs.
1	Vishalgad . .	Abajirao Krishna *alias* Abasaheb.	Pant Pratinidhi .	Deshastha Brahmin.	1868 . .	235	30,125	2,08,691	5,000
2	Bavda . .	Madhavrao Moreshwar *alias* Balasaheb.	Pant Amatya .	Do. . .	1858 . .	242	44,680	1,59,731	3,480
3	Kagal Senior .	Jayasingrao *alias* Abasaheb Ghatge.	Sarjerao Vajarat Ma-ab.	Mahratta . .	1917 . .	115·1	45,324	2,21,732	2,000
4	Kapshi . .	Santajirao *alias* Babasaheb Ghorpade.	Senapati . .	Do. . .	1902 . .	38·1	11,747	73,589	4,301
5	Torgal . .	Narayanrao *alias* Babasaheb Shinde.	Senakhaskhel .	Do. . .	1910 . .	137·2	12,535	60,608	1,014
6	Ichalkaranji .	Narayanrao Govind *alias* Babasaheb Ghorpade.	Pant Sachiv .	Konkanasth Brahmin.	1872 . .	241	60,366	4,78,589	2,000
7	Kagal Junior .	Dattajirao *alias* Balasaheb Ghatge.	Sarjerao . .	Mahratta . .	1874 . .	17·3	6,110	72,451	2,154
8	Himmat Bahadur	Udajirao *alias* Abasaheb Chavan.	Himmat Bahadur	Do. . .	1877 . .	49·1	17,986	74,925	4,000
9	Sar Lashkar Bahadur.	Babaraje Nimbalkar .	Sar Lashkar Bahadur.	Do. . .	1915 . .	21·6	6,496	65,759	2,636

No. I.

ARTICLES of AGREEMENT made with the MAHARAJAH JEEJABOY at FORT AUGUSTUS, the 12th January 1766.

ARTICLE 1.

There shall be a perpetual peace and firm friendship re-established between the Honourable Company and Maharajah Jeejaboy, the Ranee, their successors and heirs; and for the stricter observance of the following Treaty of peace, Maharajah Jeejaboy, the Ranee, agrees to send one hostage of note, with his family, to reside at Bombay, and to be maintained at her charge.

ARTICLE 2.

Maharajah Jeejaboy, the Ranee, agrees to pay the Honourable Company Rupees seven lakhs fifty thousand (7,50,000) as restitution for the expenses they have been at during the troubles subsisting between the respective parties and maintaining the different garrisons at Fort Augustus and its dependencies; three lakhs sixty thousand to be paid within two months from the 12th of January 1766, the remaining three lakhs ninety thousand (3,90,000) to be paid within four years from the date hereof; that is, one lakh (1,00,000) for the three first years and ninety thousand (90,000) the last year: for the performance of which Maharajah Jeejaboy, the Ranee, agrees to give two substantial securities, such as may be approved of by the Honourable the President and Council of Bombay; and she also agrees to allow six (6) per cent. exchange on the three lakhs sixty thousand (3,60,000) that is to be paid before the delivery of the Fort, which is to be in the following sort of Rupees: Hookery, Peerchaney, Arcotey, Hazancy, and Ourang Shah; and the remainder to be made good equal to Bombay Rupees.

ARTICLE 3.

The Honourable Company, in consideration of Maharajah Jeejaboy, the Ranee, fulfilling the foregoing Article, do agree, on the payment of the first sum, that is, Rupees three lakhs sixty thousand (3,60,000), to deliver up to her, Maharajah Jeejaboy, the Ranee, the Fort of Augustus, formerly called Sundudroog, with the Forts of Rajhcote, Serjacote, and Pudrumdroog, and do further renounce all claim or pretension to the lands and tenements belonging thereto.

ARTICLE 4.

The Honourable Company will carry away all guns, carriages, mortars, shot, shells, powder, stores, etc., of what kind soever that they may have brought here; and they do give up to Maharajah Jeejaboy, the Ranee, such guns and carriages, as are here that were belonging to Fort Augustus; also those at Rajhcote, Serajcote, and Pudrumdroog.

ARTICLE 5.

Maharajah Jeejaboy, the Ranee, will permit the Honourable Company to build a factory with warehouse at Rajhcote, or at such place as may be most convenient for them (at which place they will hoist their flag), or any part of her territories adjacent to the sea shore, for vending their commodities, and to keep there such servants and people, as also vessels or boats, as they shall think necessary for conducting the same; and should any of the merchants, or others, her subjects, become debtors to the English, they shall have free liberty to imprison their persons, and seize their effects and vend them till satisfaction is made and obtained.

ARTICLE 6.

The English subjects, and the subjects of the Ranee, shall have free liberty to trade and commerce with each other, without any hindrance or molestation whatever.

ARTICLE 7.

Maharajah Jeejaboy, the Ranee, will not, directly or indirectly, give any hindrance or molestation to any vessels or boats with English colours and passes, or any vessels and boats going under English colours; in like manner, the English will not molest any vessels or boats belonging to Maharajah Jeejaboy, the Ranee, or her subjects.

ARTICLE 8.

Maharajah Jeejaboy, the Ranee, grants to the Honourable English Company an exclusive right of importing and vending all Europe cloths, lead, iron, steel, copper, and Europe commodities, and to pass the same through her country.

ARTICLE 9.

Maharajah Jeejaboy, the Ranee, will allow all merchants or vanjarrahs free liberty to pass and re-pass her territories, to and from the English factory at Malwan, near Rajhcote, or any place where they build one, with their effects, merchandise, packages, carriages, and beasts of burden, they paying the duties agreeable to the custom practised at Ghereah, Rajahpore, and no more, on any pretence whatever; and whatever goods are landed at the English factories no customs whatever are to be levied. When they are carried out by the merchants they are to pay the duties agreeable to the custom before mentioned.

ARTICLE 10.

Maharajah Jeejaboy, the Ranee, will not entertain in her service any people belonging to the English, whether Europeans or other, but, on the contrary, give strict orders to her officers to seize such as may be seen in her dominions; nor suffer any European deserters to pass through her country but return them to the Resident of the English factory, on promise of pardon, whether they are applied for or not. The English will observe the same in respect to the subjects of the Ranee; and slaves to be returned on both sides.

ARTICLE 11.

If any vessels or boats belonging to the English, their subjects or allies, at any time be drove ashore, or wrecked, in any part of the Ranee's dominions, she agrees to afford all suitable assistance for the preservation of such vessels and their cargoes; and whatever part thereof may be saved, to be delivered to the lawful owners, without any salvage whatever, except the labourers' hire. The English, on their parts, to observe the same in respect to the subjects of the Ranee, their vessels or boats.

ARTICLE 12.

Maharajah Jeejaboy, the Ranee, will not, by menaces or otherwise, directly or indirectly, plunder, or in any shape molest the inhabitants, or others, that may have served or lived under the protection of the English during the time they had possession of Fort Augustus and dependencies, but permit them to enjoy peaceably their houses, lands, and tenements in the same free and ample manner as when the Malwan government subsisted before the English took this place.

ARTICLE 13.

The Honourable Company will, at the same time that Fort Augutus is delivered up to Mahrajah Jeejaboy, the Ranee, deliver to her the prisoners taken in Sundadroog Fort when they conquered it, and are now at Bombay.

ARTICLE 14.

Maharajah Jeejaboy, the Ranee, agrees, should the Honourable Company be attacked, and they should require her assistance, to provide them with what troops they may want, they supplying them with provisions only. The Honourable Company, in like manner, agrees to assist the Ranee should it be convenient for them.

No. II.

AGREEMENT with the RAJAH of KOLHAPORE for the payment of COMPENSATION and the establishment of FACTORIES at MALWAN and KOLHAPORE,—1792.

Lieutenant William Thomas Sandiford, Persian Interpreter to the Honourable Major General Robert Abercromby, President and Governor of Bombay, and Balajee Ram, Commandant of Cavalry to Sevajee, Rajah of Kolhapore, being invested with full powers to form a Convention for the purposes of settling the debt due by the said Rajah to the Honourable Company, and likewise for satisfying the merchants under the protection of the Presidency of Bombay for the

losses they have sustained by the Malwan fleet since the year 1785, have agreed to the following Articles :—

ARTICLE 1.

The friendship that formerly subsisted between the Honourable Company and the Rajah of Kolhapore is hereby renewed and confirmed, and the disputes that have lately subsisted between the two governments will be finally settled when the following Articles are executed and fulfilled.

ARTICLE 2.

The Rajah of Kolhapore hereby agrees to discharge the balance due by him to the Honourable Company, agreeably to his engagement with Mr. Brome, in three separate payments, the first payment to be made on the first day of January 1793, and the others on the first day of every succeeding January, until the whole is discharged, which shall be done on the 1st of January 1795.

ARTICLE 3.

The above due by the Kolhapore Rajah to the Honourable Company having for many years borne an interest, which, from the distresses of the Kolhapore government for a length of time past, the Rajah has become totally unable to pay, he therefore throws himself on the mercy of the Honourable Company in hopes of their relinquishing a demand he is without resources to discharge. It is therefore agreed that if the other parts of the Convention are faithfully and fully complied with on the part of the Rajah no demand shall be made for the said interest.

ARTICLE 4.

The Rajah of Kolhapore, in order to satisfy the merchants for the losses they have sustained by his fleet since the year 1785, the account of which, calculated with interest to the 31st of July 1792, has been transmitted to him by the Honourable Major General Robert Abercromby, President and Governor of Bombay, agrees to pay immediately (and he has sent for that purpose by Balajee Ram) Rupees twenty thousand, and will agree to pay a further sum of Rupees thirty-five thousand, to be made good in four different payments, the first to be paid on the first of the next March, and the others on the first of every succeeding March, until the whole is discharged, which shall be considered as a full compensation for the losses they have sustained.

ARTICLE 5.

As a security for the payments before mentioned, and at the same time to convince the Honourable Company that no interruption shall be given in future by his fleet to any vessels sailing with English passes, the Rajah of Kolhapore hereby agrees to a factory being established on the Island of Malwan, where the English flag shall be hoisted until the several claims are discharged, or to be per-

manent at the option of the Honourable Company. The Rajah will likewise grant the English a factory, if required, at Kolhapore, where he resides himself, and the provisions wanted for as many sepoys as the Company shall keep at both of these factories shall be supplied at the Rajah's own expense, until these Articles are fully executed.

ARTICLE 6.

Balajee Ram being invested with full powers from his master, the Kolhapore Rajah, to conclude this Agreement, and to sign the same and affix the public seal given to him by the Rajah for that purpose, it becomes binding on the said Rajah when signed and sealed by the said Balajee Ram. On the part of the Honourable Company this Convention becomes binding if approved of by the Right Honourable Charles Earl Cornwallis, K.G., Governor-General of India, and full powers are delegated by him for the same, to be signed and sealed on behalf of the said Honourable Company.

Agreed on at Bombay by Lieutenant William Thomas Sandiford, Persian Interpreter to the Honourable Major General Robert Abercromby, President and Governor of Bombay, on the one part; and Balajee Ram, Commander of Cavalry to the Rajah of Kolhapore, on the other, this twenty-fifth day of November, in the year of Our Lord one thousand seven hundred and ninety-two.

The original of the above agreement, written in the Mahratta language, is signed.

BALAJEE RAM, *Sir Lascar*,

By order from his master the Rajah of Kolhapore.

Ratified by the Governor-General in Council on 24th December 1792.

No. III.

ARTICLES of AGREEMENT concluded between the RAJAH of KOLHAPORE and the HONOURABLE MOUNTSTUART ELPHINSTONE, RESIDENT at POONA, on the part of the BRITISH GOVERNMENT, and accepted by the RAJAH of KOLHAPORE on the 1st of October 1812.

ARTICLE 1.

There shall be perpetual peace and friendship between the allied governments of the Honourable Company and His Highness the Peishwa on the one part, and His Highness the Rajah of Kolhapore on the other.

ARTICLE 2.

The Rajah of Kolhapore, on his own part and on that of his heirs and successors, hereby renounces all right and claim of whatever description on the districts of

Chikoree and Manowlee, and all dependencies which have hitherto been comprehended in those districts. The districts aforesaid are henceforward to belong in absolute sovereignty to Rao Pundit Purdhaun Peishwa Bahadoor, his heirs and successors.

ARTICLE 3.

All the forts and country taken in consequence of the wars occasioned by the disputed claims to Chikoree and Manowlee from the Rajah of Kolhapore, within the last four years, *i.e.*, since the month of September 1808, and now occupied by the troops of Rao Pundit Purdhaun Peishwa Bahadoor shall be immediately restored to the Rajah of Kolhapore.

ARTICLE 4.

The Rajah of Kolhapore hereby renounces all other claims of whatever description on Rao Pundit Purdhaun Peishwa Bahadoor, and on all and every part of his dominions, with the exception of the new conquests mentioned in the third Article; His Highness the Maharajah likewise renounces all claim upon Nepaunee: His Highness the Rajah of Kolhapore hereby further renounces all claims of whatever description on all the Peishwa's subjects of whatever rank and denomination.

ARTICLE 5.

For the security of the British trade against a renewal of the piratical depredations formerly practised by the Rajah of Kolhapore's subjects, the Rajah of Kolhapore hereby agrees, on his own part and on the part of his heirs and successors, to cede to the Honourable Company in perpetual sovereignty the harbour of Malwan, that is to say, the fort and island of Sundudroog or Malwan, and the forts of Puddumghur, Rajhcote, and Surjacote, with the lands dependent on the said forts, and the British troops shall immediately be put in possession of the said forts and their dependencies.

ARTICLE 6.

His Highness the Rajah of Kolhapore engages, on his own part and on that of his heirs and successors, never to employ any armed vessels, or to permit any armed vessels to be fitted out at or to enter any of the seaports which may remain in His Highness's possession, after the cession of the places before mentioned or which he may hereafter acquire; and the Rajah agrees that the Honourable Company's vessels shall have the right to search all vessels that may be in the said ports, or that may have sailed from them; and that if any arms are found in vessels so searched, the said vessels shall be lawful prize to the Honourable Company. The Rajah further engages to permit agents on the part of the Honourable Company to reside in all ports in his dominions, or which may hereafter fall into his hands, for the purpose of ascertaining the state of all vessels lying in such ports, and to permit the said agents to search the said vessels.

Article 7.

If any ship bearing the British flag, or furnished with a British pass, or belonging to the allies of the British Government, should hereafter be put into the Rajah of Kolhapore's ports, or be driven by stress of weather, or any other cause, upon his shores, His Highness the Rajah of Kolhapore engages on his own part and on that of his heirs and successors, that all practicable assistance shall be rendered to such vessels. And the Rajah further agrees that no claim shall be advanced by himself or any of his subjects on any vessel belonging to whatever nation that may be shipwrecked or driven by stress of weather upon his shores.

Article 8.

In consideration of the cession of the harbour of Malwan, and on condition of the effectual suppression of piracy, the Honourable Company engages to guarantee such territories as shall remain in the Rajah of Kolhapore's possession against the aggression of all foreign powers and States.

Article 9.

With a view to the full execution of the agreement contained in the foregoing Article, His Highness the Rajah of Kolhapore, on his own part and on that of his heirs and successors, engages not to pursue any measures of hostility against foreign States without the previous consent of the Honourable Company; and if any differences shall in future arise between His Highness, his heirs and successors, and any foreign power or State, the Honourable Company shall apply themselves to the adjustment of such differences conformably to justice and propriety; and His Highness the Rajah of Kolhapore agrees that whatever adjustment of such differences the Honourable Company shall determine, His Highness shall acquiesce in and abide by. His Highness the Rajah of Kolhapore, on his part and on that of his heirs and successors, engages not to urge any claims on foreign States which may have originated previously to the date of this agreement. Should the conditions contained in this Article not be fulfilled by the Rajah the eighth Article is to be considered null and void.

Article 10.

And whereas various demands subsist on the part of the Honourable Company against His Highness the Rajah of Kolhapore in consequence of depredations formerly committed on the trade of the Honourable Company and its subjects; the Honourable Company being convinced of the Rajah's inability to satisfy those demands, and of his sincere desire to prevent a repetition of the injuries formerly complained of, consents to relinquish all pecuniary claims and demands whatsoever against the Rajah of Kolhapore.

What is written in the above ten Articles is hereby agreed to.

Done at Curveer on the 24th of Ramzan.

No. IV.

ARTICLES of AGREEMENT concluded between SHAJEE CHETTERBUTTY MAHARAJ CURVEER, the RAJAH of KOLHAPORE, and the BRITISH GOVERNMENT,—1826.

Preamble.—Whereas a Treaty of peace and friendship was concluded between the British Government and the Rajah of Kolhapore on the 1st of October 1812, and whereas certain misunderstandings have since arisen; with a view to the removal of those misunderstandings, and to the confirmation of the alliance, the following Articles have been agreed on between the two governments :—

ARTICLE 1.

Such parts of the former Treaty concluded on the 1st of October 1812 as are not affected by the provisions of the present engagement shall remain in full force, and are mutually binding on the contracting parties.

ARTICLE 2.

The Rajah of Kolhapore engages to reduce his army to the peace establishment, and never to raise or assemble such a force as shall be likely to endanger the public tranquillity within or without his territories, unless with the previous consent of the British Government. The Rajah further engages to attend to the advice of the British Government on all measures calculated to affect the public tranquillity. But this Article is in no wise to diminish the independence of the said Rajah as a sovereign prince.

ARTICLE 3.

The Rajah of Kolhapore engages never to molest Hindoo Rao Ghatkey Kagulcar or Narain Rao Ghorepurey Echulcurenjeecur in the enjoyment of their respective lands and rights according to ancient custom.

ARTICLE 4.

The districts of Chikoree and Manowlee were transferred to the Rajah of Kolhapore by a Sunnud under the signature of Major-General Sir Thomas Munro, Bart., K.C.B., but have not yet been mentioned in any Treaty or Agreement. The Honourable East India Company now acknowledges them to be ceded to the Rajah of Kolhapore in full sovereignty, the Rajah engaging on his part to respect the rights and privileges of the zemindars, enamdars, and wuttundars of the said districts.

ARTICLE 5.

His Highness the Rajah of Kolhapore hereby recognizes the award of the British Government made in 1822 relative to the half umuls in the Sawant Warree territory, and engages to respect the rights of the Warree State conferred by that award. He also consents to the territorial arrangement of assigning to him an

equivalent in land in such part of the Carnatic Collectorate as may be allotted to him by the British local authorities.

ARTICLE 6.

The Rajah of Kolhapore engages never to grant an asylum to the enemies of the British Government, nor to rebels. The Rajah also promises that if any robbers or other offenders issuing from his territories shall commit robberies or other offences in those of the British Government or of other States, His Highness will apprehend them and deliver them up; and His Highness further consents that in case he shall not fully restrain such offenders, the British Government shall give due notice to the Rajah, and shall, after such notice, be competent at all times to send its troops and police into His Highness's territories for the apprehension of the said offenders, and His Highness shall afford any necessary assistance to the troops or police to enable them to discover and apprehend the objects of their pursuit. If any persons who have committed offences in the Rajah's territory shall take refuge in that of the Company, the British Government will, after due investigation, adopt such measures in regard to the said offenders as equity and justice may appear to require, adopting, at the same time, every means to prevent their committing any acts injurious to the territories of the Rajah.

ARTICLE 7.

The Rajah of Kolhapore promises to continue to Bhow Maharaj and Baba Maharaj their respective lands and rights agreeably to the Schedule annexed.*

The guarantee of the British Government to the enjoyment of the above lands and rights shall only continue during the lifetime of the abovementioned persons, but the rights of their descendants, as founded on Sunnud or custom, shall not be prejudiced by the cessation of the said guarantee.

ARTICLE 8.

The Rajah having given his unqualified assent to the demand upon him for the injuries occasioned to the several individuals whose possessions and rights he had invaded, according to the Schedule annexed,* hereby agrees to pay such sums as may be adjusted after a full investigation into the extent of the losses actually incurred; and in failure thereof, within sixty days after such final adjustment, to transfer to the British Government such portions of the pergunnah of Chikoree and Manowlee as were formerly ceded to the Kolhapore Rajah, for such term of years as may be necessary to collect a sum equal to the amount due; the Principal Collector and Political Agent engaging on his part to render a faithful account of the sums collected, and expenses of management, during the occupation of those pergunnahs.

This agreement, agreed to at Kolhapore on the 30th of December 1825, between T. H. Baber, Esquire, Political Agent, on the one part, and by Kristna Rao Girdey and Jowa Rao Jadava, Havildar, on the other, is confirmed, with certain modi-

*Not reproduced.

fications, by the Governor in Council of Bombay on the 24th of January 1826, and will be binding on both parties, unless disapproved by the Governor-General in Council.

M. ELPHINSTONE.
J. WARDEN.
R. F. GODWIN.
J. J. SPARROW.

Ratified by the Right Honourable the Governor-General in Council at Fort William in Bengal, this tenth day of March one thousand eight hundred and twenty-six.

AMHEREST.
J. H. HARINGTON.
W. B. BAYLEY.

By command of the Right Honourable the Governor-General in Council.

GEO. SWINTON,
Secretary to the Government.

No. V.

ARTICLES of AGREEMENT concluded between RAJE SHAH CHETTERBUTTY CURVEER KUR, RAJAH of KOLHAPORE, and the BRITISH GOVERNMENT,—1827.

Preamble.—Whereas a Treaty of peace and friendship was concluded between the British Government and His Highness the Rajah of Kolhapore on the 24th of January 1826; and whereas His Highness has lately committed several acts in direct violation of the said Treaty and in hostile opposition to the British Government; the following Articles for repealing, altering and confirming respectively the conditions of the said Treaty, and providing for others of a new nature, have been agreed on between the two governments:—

ARTICLE 1.

In the 2nd Article of the aforesaid Treaty, His Highness Chetterbutty Sahib engaged "to reduce his army to the peace establishment, and never to raise or assemble such a force as should be likely to endanger the public tranquillity, within or without his dominions, unless with the previous consent of the British Government"; notwithstanding which His Highness lately collected a large army, and, in spite of all advice from the British Government, proceeded to commit a variety of excesses: it has therefore become requisite to limit the number of His Highness's troops, and His Highness hereby engages not to keep more than 400 horse (including khas pagah sturinjamee, shetsundee, etc.), and 800 of infantry, exclusive of moderate garrisons for his forts, as per annexed list. His Highness further engages never to be accompanied by guns without the sanction of the British Government.

ARTICLE 2.

In the 4th Article of the above Treaty, the British Government "ceded the districts of Chikoree and Manowlee in full sovereignty to His Highness, he engaging on his part to respect the rights and privileges of the zemindars, enamdars and wuttundars of the said districts". When this grant was made by the British Government, it was hoped that peace and good-will would have subsisted for many generations between the two governments; but instead of this, His Highness has uniformly evinced a total disregard of the friendship of the British Government, and, in violation of the above conditions, has repeatedly infringed the rights of the enamdars and wuttundars of these talooks. It therefore becomes necessary that His Highness should give back to the British Government the said talooks in the same state in which he received them, and His Highness hereby agrees to do so.

ARTICLE 3.

In the 7th Article of the said Treaty the possessions of Bhow Maharaj and Baba Maharaj were guaranteed to them for the terms of their respective lives only (provision being made that the rights of their descendants, as founded on Sunnud or custom, should not be prejudiced by the cessation of the said guarantee). As, however, His Highness Chetterbutty Sahib has never ceased to annoy and distress these persons by seizing their villages and other property, it has been deemed necessary to extend the guarantee of the British Government to their descendants, and His Highness accordingly engages never to molest them.

ARTICLE 4.

Maharaja Chetterbutty Sahib having on the death of Wiswas Rao Ghatey resumed all but two of the eight and a half villages held by him in the Kagul talook, now engages to restore the whole to the heir of the deceased and never again to interfere with them.

ARTICLE 5.

It having been deemed necessary, in consequence of the number of robberies committed on the surinjamadars and other persons under the protection of the British Government by the inhabitants of Akewat, and of its being a place of general resort of robbers, that it should be given up to the British Government, the Maharaja hereby engages to cede the same, together with lands adjoining, to the value of Rupees 10,000 per annum.

ARTICLE 6.

His Highness Chetterbutty Sahib having compelled the British Government, by various acts of aggression, committed in direct breach of the above Treaty to have recourse to arms, it has been deemed necessary, as security for his future good conduct, that he should admit British garrisons into the forts of Kolhapore and Panallaghur, and His Highness hereby accordingly agrees to do so, and further engages to pay the expense of such garrison.

Article 7.

His Highness Chetterbutty Sahib having hitherto neglected to afford redress to Gobind Rao Sahib Putwurdun, Appajee Rao Seetole, Bhow Maharaj, and Baba Maharaj, for the injuries done to them in 1826, as agreed with the late Political Agent, Mr. Baber, and having recently committed still more serious aggressions against these and other Chiefs under the protection of the British Government, His Highness hereby engages to pay as per annexed Schedule,* the sum of Rupees one lakh forty-seven thousand nine hundred and forty-eight (1,47,948), the same being the aggregate amount of claims admitted, after a full investigation, to be due to the injured parties; and His Highness further agrees to transfer to the British Government, for the purpose of liquidating the said debt, territory yielding an annual revenue of Rupees 50,000; the Principal Collector and Political Agent engaging on his part to render a faithful account of the sums collected, and expenses of management, during the occupation of the said territory.

Article 8.

The British Government deeming it necessary to appoint a chief minister for the future management of the Rajah's government, His Highness Chetterbutty Sahib hereby engages to be guided by his advice in all matters relating to the administration of his State, the British Government having the sole power of appointing or removing the said minister as they may see fit.

Article 9.

Such parts of the former Treaty, concluded on the 24th day of January 1826, as are not affected by the provisions of the present Agreement, shall remain in full force, and are mutually binding on the contracting parties.

This Treaty agreed to at Kolhapore on the 23rd day of October 1827, between Josiah Nisbet, Esq., Political Agent, on the one part, and Rajah Shah Chetterbutty, Rajah of Kolhapore, on the other, and confirmed by the Honourable the Governor in Council of Bombay on the fifth day of November 1827, is hereby finally ratified.

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* The schedule being bulky and of no practical use is not printed. The items in the aggregate are—

	Rs.	a.	p.
Balance of former claims	2,665	3	0
Chinchunkur	36,598	10	3
Enchulkurronjeekur	47,567	7	6
Bhow Maharaj	26,618	3	9
Miscellaneous	18,499	2	0
Kagulkar	16,000	0	0
Total	1,47,948	10	6

No. VI.

ARTICLES of AGREEMENT concluded between RAJE SHAH CHETTERBUTTY CURVEER KUR, RAJAH of KOLHAPORE, and the BRITISH GOVERNMENT,—1829.

Preamble.—Whereas a Treaty of peace and friendship was concluded between the British Government and His Highness the Rajah of Kolhapore on the 24th of January 1826; and whereas His Highness having committed several acts in direct violation of the said Treaty and in hostile opposition to the British Government, a preliminary Treaty for repealing, altering, and confirming respectively the conditions of the aforesaid Treaty, and providing for others of a new nature, was agreed to at Kolhapore on the 24th of October A. D. 1827, between Raje Shah Chetterbutty Maharaj, Rajah of Kolhapore, on the one part, and Josiah Nisbet, Esquire, Political Agent, on the other; and whereas it has been deemed advisable to modify certain parts of the said preliminary Treaty, the following Articles are now finally agreed on by the two governments:—

ARTICLE 1.

In the 2nd Article of the aforesaid Treaty His Highness Chetterbutty Sahib engaged "to reduce his army to the peace establishment, and never to raise or assemble such a force as should be likely to endanger the public tranquillity, within or without his dominions, unless with the previous consent of the British Government", notwithstanding which His Highness lately collected a large army, and in spite of all advice from the British Government, proceeded to commit a variety of excesses: it has therefore become requisite to limit the number of His Highness's troops, and His Highness hereby engages not to keep more than 400 horse (including "khas pagah, surinjamee, shetsundee", etc.), and 800 infantry, exclusive of moderate garrisons for his forts, as per annexed list. His Highness further engages never to be accompanied by guns without the sanction of the British Government.

ARTICLE 2.

In the 4th Article of the above Treaty the British Government "ceded the districts of Chikoree and Manowlee in full sovereignty to His Highness", he engaging on his part to respect the rights and privileges of the zemindars, "enamdars", and "wuttundars" of the said districts. When this grant was made by the British Government, it was hoped that peace and good-will would have subsisted for many generations between the two Governments; but, instead of this, His Highness has uniformly evinced a total disregard of the friendship of the British Government, and in violation of the above conditions has repeatedly infringed the rights of the "enamdars" and "wuttundars" of those talooks; it, therefore, becomes necessary that His Highness should give back to the British Government the said talooks in the same state in which he received them, and His Highness hereby agrees to do so.

ARTICLE 3.

In the 7th Article of the said Treaty the possessions of Bhow Maharaj and Baba Maharaj were guaranteed to them for the terms of their respective lives only (provision being made that "the rights of their descendants, as founded on Sunnud or custom, should not be prejudiced by the cessation of the said guarantee"). As, however, His Highness Chetterbutty Sahib has never ceased to annoy and distress these persons by seizing their villages and other property, it has been deemed necessary to extend the guarantee of the British Government to their descendants, and His Highness accordingly engages never to molest them.

ARTICLE 4.

Maharaj Chetterbutty Sahib, having on the death of Wiswas Rao Ghatkey, resumed all but two of the eight and a half villages held by him in the Kagul talook, now engages to restore the whole to the heir of the deceased, and never again to interfere with them.

ARTICLE 5.

It having been deemed necessary, in consequence of the number of robberies committed on "surinjameedars" and other persons under the protection of the British Government by the inhabitants of Akewat, and of its being a place of general resort for robbers, that it should be given up to the British Government, the Maharaj hereby engages to cede the same, together with lands adjoining, to the value of Rupees 10,000 per annum.

ARTICLE 6.

His Highness Chetterbutty Sahib having compelled the British Government, by various acts of aggression, committed in direct breach of the above Treaty, to have recourse to arms, it has been deemed necessary, as security for his future good conduct, that he should admit British garrisons into the forts of Kolhapore and Panallaghur, and His Highness hereby accordingly agrees to do so, and further engages to pay the expense of such garrisons.

ARTICLE 7.

His Highness Chetterbutty Sahib having hitherto neglected to afford redress to Govind Rao Sahib Putwurdun, Appajee Rao Setole, Bhow Maharaj, and Baba Maharaj for the injuries done to them in 1826, as agreed with the late Political Agent, Mr. Baber, and having recently committed still more serious aggressions against these and other Chiefs under the protection of the British Government, His Highness hereby engages to pay, as per annexed Schedule,* the sum of Rupees one lakh forty-seven thousand nine hundred and forty-eight (Rupees 1,47,948), the same being the aggregate amount of claims admitted, after a full investigation, to be due to the injured parties; and His Highness further agrees to transfer to the British Government, for the purpose of liquidating the said debt, territory yielding an annual revenue of Rs. 50,000; the Principal Collector and Political

* See footnote on page 231.

Agent engaging on his part to render a faithful account of the sums collected, and expenses of management, during the occupation of the said territory.

ARTICLE 8.

The British Government, deeming it necessary to appoint a chief minister for the future management of the Rajah's government, His Highness Chetterbutty Sahib hereby engages to be guided by his advice in all matters relating to the administration of his State, the British Government having the sole power of appointing or removing the said minister as they may see fit.

ARTICLE 9.

Such parts of the former Treaty, concluded on the 24th day of January 1826, as are not affected by the provisions of the present agreement, shall remain in full force, and are mutually binding on the contracting parties.

This definitive Treaty, agreed to at Kolhapore on the 15th of March 1829, between Raje Shah Chetterbutty Curveer Kur, Rajah of Kolhapore, on the one part, and Josiah Nisbet, Esq., Political Agent, on the other, is now confirmed by the Governor in Council of Bombay on the 15th of July 1829, the preliminary Treaty of the 24th October 1827, above referred to, having been previously confirmed in like manner.

JOHN MALCOLM.
T. BRADFORD.
JAS. ROMER.

Ratified by the Right Honourable Governor-General in Council at Fort William in Bengal, this twenty-first day of August one thousand eight hundred and twenty-nine.

W. C. BENTINCK.
COMBERMERE.
W. B. BAYLEY.
C. T. METCALFE.

By command of the Right Honourable the Governor-General in Council.

GEORGE SWINTON,
Chief Secretary to the Government.

No. VII.

ARTICLES of REVISED AGREEMENT with HIS HIGHNESS the RAJAH of KOLHAPORE; dated the 20th October 1862.

Whereas a desire has been expressed by His Highness the Rajah of Kolhapore to assume the administration of the affairs of that State, His Excellency the Honour-

able the Governor of Bombay in Council has, in consideration of the Rajah having attained full age, and having evinced loyalty towards the government of Her Majesty the Queen, more particularly during the disturbances of 1857-58, when the Rajah's brother (Chima Sahib) was an active conspirator, resolved to transfer to the Rajah the administration of Kolhapore, with such reservations as are contained in an agreement to be signed by the Rajah.

In carrying into effect the proposed transfer of administration, the Honourable the Governor in Council considers that in the choice of a karbaree or minister, while it might be more agreeable to the Rajah that the minister should not be the exclusive choice and the servant of the British Government, it is at the same time highly desirable that in the first instance at least the chief minister in Kolhapore, self-governed, should be one whose nomination by the Rajah is fully approved by the British Government.

In accordance with the spirit of the above observations, the following specific conditions of agreement are proposed for the acceptance of the Rajah :—

ARTICLE 1.

That in all matters of importance the Rajah of Kolhapore agrees to follow the advice of the British Government as conveyed by the Political Officer representing that government at Kolhapore.

ARTICLE 2.

That under the Rajah's administration there should be a khasgee karbaree, as at present, whose accounts should be kept separately, and be annually included in the State accounts in a single item.

ARTICLE 3.

That the Rajah's durbar should send its correspondence with other courts through the Political Agent.

ARTICLE 4.

That the revenue administration should be entirely in the hands of the Rajah, he making arrangements for the liquidation of the British debt by instalments of at least one lakh of Company's Rupees per annum.

ARTICLE 5.

That the Rajah should make no new alienations of land without the concurrence of government until the British debt is liquidated.

ARTICLE 6.

That the Kolhapore infantry should be maintained at its present strength and be under the command, as at present, of British officers; and that the Rajah should continue to pay Rupees 28,914 per annum, the sum required for the detachment of the Southern Mahratta Horse at Kolhapore, so long as it may be deemed desirable to station the detachment within the Kolhapore territory.

ARTICLE 7.

That the present three native courts of civil justice be maintained, with an appeal court, to be called the Rajah's court.

That there should be a combined court of the Rajah and the British Agency for the disposal only of cases against the higher Sirdars.

The mamlutdars should have authority in minor criminal cases, as at present.

That for more serious criminal cases there should be a Nyayadesh court imposing sentences of imprisonment for such period as may be fixed by the Rajah; sentences of longer imprisonment than three years to require the confirmation of the Rajah, and sentences of death to be referred to the authority of Government.

ARTICLE 8.

That certain of the higher jaghiredars, such as the Pratinidhee of Vishalgur, the Punt Amatya of Bowra, the Chiefs of Kagul Inchulkurunjee, Kapsee, Torgul, the Sirluskur, Narayen Rao of Kagul, Ruma* Bai Walwa, Himmut Bahadoor, should be considered as still in some degree under the supervision of the Political Agent, who should act, as far as circumstances will permit, in co-operation with the Rajah's government; and that all criminal cases within the jurisdiction of these Sirdars, involving death, or imprisonment beyond seven years, should be forwarded for trial before the Political Agent, for submission to Government. The supervision proposed to be retained over these Sirdars, and the guardianship of such of them as may be minors, by the British Government acting in concert with the Rajah, are not intended in any way to infringe the seignorial rights of the Rajah, but merely to secure good government, and to prevent those disputes which in old days were frequently the cause of disturbance and bloodshed.

ARTICLE 9.

That the Rajah should defray, as long as it may be considered necessary by government, the expenses of the Agency, including the salaries of the Agent, with establishments. That the Rajah should also defray the expense of all public buildings which may be deemed by government necessary for the troops stationed at Kolhapore.

SEVAJEE.

* Since dead.

No. VIII.

KOLHAPUR OPIUM AGREEMENT,—1880.

KOLHAPUR and SOUTHERN MAHRATTA COUNTRY.

No. 1054, dated Kolhapur, 22nd October 1880.

From—MAHADEO VASUDEV BARVE, State Karbhari, Kolhapur,

To—COLONEL W. C. PARR, Political Agent, Kolhapur and South Mahratta Country.

SIR,

With reference to Government Resolution No. 2754-89 (Confidential), dated 27th May 1880, and your letter No. 3627, dated 20th instant, on the subject of cultivation of the poppy and the manufacture and sale of opium, I have the honour to report, for the information of Government, that the Kolhapur Darbar consents to abide by the following conditions relating to the growth of the poppy, manufacture of opium, etc. :—

1st.—That the Kolhapur Darbar has already consented to prohibit the cultivation of the poppy and manufacture of opium, and now hereby promises and agrees to prohibit the cultivation of the poppy and manufacture of opium in the Kolhapur State.

2nd.—That the Kolhapur Darbar will use every effort to put a stop to the illicit importation of opium from the Nizam's dominions and all other opium which has not paid the British pass-fee.

3rd.—That the Kolhapur Darbar agrees to introduce in the Kolhapur State the provisions of the Opium Act (No. I of 1878) and the rules framed under it as far as possible.

4th.—The Kolhapur Darbar further promises and agrees that all opium required for consumption within the limits of the Kolhapur State shall be obtained from a British opium depôt under such conditions and precautions as Government may deem necessary.

5th.—The Kolhapur Darbar further promises to arrange that only licensed vendors will be allowed to sell opium in retail in the Kolhapur State at a price not less than that at which it is retailed in the adjacent British districts, such vendors being required to keep accounts of all purchases and sales, the Kolhapur Darbar being still at liberty, as heretofore, to make such terms as might appear to the Darbar most advisable with farmers for the privilege of selling opium by retail, subject to the above conditions.

6th.—The Kolhapur Darbar agrees to submit, for the information of Government, through the Political Agent, half-yearly returns showing particulars of the purchases and sales of opium in the Kolhapur State.

7th.—In return for the making of this agreement, and as a condition of its terms being kept, the British Government agree to remit to the Kolhapur Darbar one-fifth of the pass-fee, ruling at the time of purchase, on all opium purchased

by the Kolhapur Darbar from a Government depôt for sale in the Kolhapur State.

I have the honour to be, &c.,
MAHADEO VASUDEV BARVE,
State Karbhari, Kolhapur.

No. IX.

ARTICLES of AGREEMENT for the removal of restrictions of FREE TRADE in the STATE of KOLHAPUR and certain adjoining STATES of the SOUTHERN MAHRATTA COUNTRY,—1886.

Preamble.—Whereas the Regent in Council of Kolhapur declared on the fifteenth of January one thousand eight hundred and eighty-six his intention to abolish the duties on export and import known as Sthalmod and Sthalbharit, as well as the imposts known as Ghat Dasturi other than road tolls throughout the Kolhapur territories and the Feudatory States, and whereas it is considered by the Council of Administration desirable to remove further restrictions on free trade in the said territories and Feudatory States of Kolhapur, and to obtain from the adjoining States of the Southern Mahratta Country under the Political Agency of Kolhapur and the Southern Mahratta Country an engagement that they will pursue an identical policy in regard to free trade, the following articles in this view are agreed upon between the Council of Administration of Kolhapur on behalf of His Highness Shahu Chatrapati, Raja of Kolhapur, his heirs and successors, on the one part, and William Lee-Warner, Esquire, Political Agent of Kolhapur and the Southern Mahratta Country for the time being, on behalf of the British Government, on the other.

ARTICLE 1.

The Kolhapur State engages to abolish within the territories of His Highness the Raja of Kolhapur, and to cause to be abolished in the Feudatory States from henceforth, all taxes and imposts on the import, export or measurement of commodities other than snuff, sulphur and poisonous drugs: provided that nothing contained in this article shall be construed to prevent the levy of any tolls on bridges, roads, ferries, canals, or causeways for the repair or maintenance of the same, or of any octroi levied upon articles consumed within municipal limits, or of any taxes constituting the Abkari revenue.

ARTICLE 2.

With a view to encourage local industries, the State of Kolhapur engages to abolish all special taxes on trades and industries or on the sale of their manufactured commodities, whether levied under the designation of the Mohtarpha taxes or any other name.

ARTICLE 3.

The British Government engages to obtain from the State of Sangli, the States of Miraj Senior and Miraj Junior, and the State of Ramdurg, an engagement similar to that embodied in Articles 1 and 2 of this agreement.

ARTICLE 4.

The British Government engages to use its best endeavours to secure the adhesion of the States of Mudhol, Kurundvad and Jamkhandi to the engagement expressed in Articles 1 and 2 aforesaid, and the Kolhapur State on its account engages similarly to use its influence with the Feudatory States to induce them to abolish the taxes mentioned in Article 2 of this agreement.

Executed at Kolhapur this first day of November one thousand eight hundred and eighty-six.

WILLIAM LEE-WARNER,
Political Agent, Kolhapur.

WILLIAM LEE-WARNER, *President.*

M. KUVARJI,
Divan and Member of Council.

B. N. JOSHI,
Chief Judge and Member of Council.

KRISHNAJI RAMCHANDRA,
Chief Revenue Officer and Member of Council.

} Council of Administration, Kolhapur.

Approved and confirmed by His Excellency the Viceroy and Governor-General in Council.

W. J. CUNINGHAM,
Offg. Secy. to the Govt. of India, Foreign Dept.

FORT WILLIAM:
The 28th February 1887.

No. X.

DEED executed by the KOLHAPUR STATE for the CESSION of JURISDICTION to the BRITISH GOVERNMENT over the lands in the STATE occupied by the SOUTHERN MAHRATTA RAILWAY,—1886.

The Council of Administration of the Kolhapur State on behalf of His Highness Shahu Chhatrapati, Raja of Kolhapur, his heirs and successors, do hereby cede

to the British Government full Jurisdiction, short of sovereign rights, in those portions of land within his State now occupied or which may hereafter be occupied by the Railways comprised in the Southern Mahratta Railway system, including the land occupied by stations, out-buildings and for other railway purposes; such jurisdiction to be exercised by the British Government for so long as the land shall be required for the purposes of the said Railways and to be restored to His Highness the Raja of Kolhapur or to his successors when the land is no longer so required.

Executed at Kolhapur this 10th day of June 1886.

W. Lee-Warner,
President of the Council of Administration.

M. Kuvarji,
Diwan and Member of the Council of Administration.

B. N. Joshi,
Chief Judge and Member of the Council of Administration.

K. R. Agashe,
Ag. Chief Revenue Officer and Member of the Council of Administration.

Similar deeds were executed by Sangli, Miraj Senior, Miraj Junior, Jamkhandi, Kurundwad Senior, Kurundwad Junior and Ramdurg States.

No. XI.

Cession of jurisdiction by the Kolhapur State to the British Government over the lands in the State occupied by the Kolhapur State Railway,—1888.

No. 1061 of 1888.

Diwan's Office, Kolhapur, 21st May 1888.

To

The Political Agent,

Kolhapur and Southern Mahratta Country, Kolhapur.

Sir,

The Council of Administration of the Kolhapur State on behalf of His Highness Shahu Chhatrapati, Raja of Kolhapur, his heirs and successors, hereby cedes to the British Government full jurisdiction, short of sovereign rights, in those portions

of land within his State now occupied or which may hereafter be occupied by the Kolhapur State Railway including the land occupied by stations, out-buildings, and for other railway purposes; such jurisdiction to be exercised by the British Government for so long as the land shall be required for the purposes of the said Railway and to be restored to His Highness the Raja of Kolhapur or to his successors when the land is no longer so required.

By order of the Council of
Administration,

I have the honour to be,
SIR,
Your most obedient servant,

M. KUVARJI,
Diwan, Kolhapur.

Similar deeds were executed in 1887 by the Chiefs of Miraj Senior and Sangli in respect of the portions of land within their States.

No. XII.

MEMORANDUM of AGREEMENT between the GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF KOLHAPUR and the SOUTHERN MAHRATTA RAILWAY COMPANY for working the KOLHAPUR STATE RAILWAY, concluded under the sanction conveyed in Resolution No. 1577 of the Government of Bombay, dated the 17th day of July 1891.

1. Under the conditions hereinafter recited the Southern Mahratta Railway Company (hereinafter called the Company) agree to work on behalf of His Highness the Maharaja of Kolhapur, the Kolhapur State Railway (hereinafter called the State Railway) and such extensions thereof as the Government of His Highness the Maharaja (hereinafter called the Durbar) and the Company may agree to include in these arrangements, with effect as from the twenty-first day of April one thousand eight hundred and ninety-one.

2. The State Railway, including the Stations, Station Buildings, Sidings, Furniture, Weighing Machines, Dwellings for the staff, Level Crossings, Signals, Signal Lamps, Engine and Repairing Sheds, Watering arrangements and all other necessary Station Machinery and appliances for working the Railway, shall be completed by the Durbar to the satisfaction of the Company, and any additions thereto as may from time to time be found necessary shall be carried out by the Company at the cost of the Durbar. But any new work under construction shall at all times be open to the inspection of the State Executive Engineer or the Head of the State Public Works for the time being.

3. *The Consulting Engineer to the Government of Bombay shall, for the purposes of this agreement, exercise the same general powers and duties with regard to the State Railway as are entrusted to him in respect to the Railways under the control of the Bombay Government* and shall obtain the orders of Government when necessary.

4. All communications between the Durbar and the Company under this agreement shall pass through the Political Agent, Kolhapur, and the *Consulting Engineer for Railways to the *Government of Bombay.

5. The sanction of the Durbar shall be obtained before incurring any expenditure on New Minor Works chargeable to Revenue, as defined in clause 39 of the S. M. R. Contract with the Secretary of State; and no new work chargeable to Capital shall be commenced until the approval of the Durbar has been obtained and the necessary funds have been provided for its construction.

6. The whole of the Engines, Carriages, Wagons, Sheets and other appliances or the equipment of trains shall be provided by the Company.

7. The Company shall have entire control of the Train and Traffic arrangements of the State Railway.

8. The Company shall provide the whole of the staff required for the working and maintenance of the State Railway together with all materials, stores, etc., required for maintaining and working the State Railway.

9. The Durbar shall arrange with the Government of India or otherwise for the provision of the requisite telegraph lines the rental of which shall be debited to the general working expenses. The Durbar shall also provide the necessary equipment of the telegraph offices at stations, which shall be thereafter maintained by the Company as on other parts of its own lines.

10. The working expenses of the State Railway shall be arrived at in the following manner. The expenses of working and maintaining the Southern Mahratta Railway (including for the purposes of this clause the [Mysore State Railway†] *other worked lines*) and the Kolhapur State Railway shall be defrayed in the first instance by the Company, and from the total sum there shall be deducted charges for New Minor Works and Government Supervision which shall be debited to each of the Railways concerned, and the balance will be divided between the two Railways in the ratio of the gross earnings of each.

11. The Company shall separately account and be responsible for the collection of all revenue pertaining to the State Railway after it has been opened for traffic including rents chargeable under the Company's rules to any of their servants occupying dwelling-houses belonging to the State Railway.

12. From the gross earnings of the State Railway there shall be deducted charges for New Minor Works and the working expenses ascertained as explained in clause 10, and the balance, representing the net earnings of the State Railway

* Now the Railway Board.

† Amended by Bombay Government, Resolution No. 1734 of 1899.

shall be paid by the Company to the Durbar half-yearly in such manner as may be arranged *[after deducting one per cent. on the total as a contribution to the Employés Provident Fund].

13. The coaching fares and rates for goods, parcels, and miscellaneous traffic to be charged over the State Railway shall be those for the time being in force on the Southern Mahratta Railway. The same terminals shall be charged on the State Railway as on the Southern Mahratta Railway.

14. The Company shall maintain for the purposes of the State Railway such a Police force as may be considered necessary under the orders of the Superintendent of the Southern Mahratta Railway Police, and the Durbar shall make arrangements to afford the Railway Police every assistance in conducting their enquiries and also with reference to the arrest of offenders.

15. The arrangements herein laid down shall be in force for 3 years from the 21st day of April 1891 and thereafter any or all of the provisions herein contained may be terminated upon 6 months' notice from either party to this Agreement.

16. Any question or dispute that may arise in carrying out these arrangements shall be settled by arbitration in a manner to be arranged for by the †Government of Bombay, the Durbar and the Company.

M. Kuvarji,
Diwan to H. H. the Maharaja of Kolhapur.

J. Campbell,
Agent, S. M. Railway Company.

Fred. Firebrace, *Lt.-Col., R.E.*,
Consulting Engineer for Railways, Bombay.

No. XIII.

No. 3502, dated Bombay Castle, the 31st May 1895.

Political Department.

RESOLUTION of GOVERNMENT.

Whereas it is provided by the 7th Article of the Revised Agreement entered into with His Highness the Raja of Kolhapur on the 20th October 1862 that sentences of death shall be referred to the authority of the Government of Bombay; and whereas it is proposed, as a mark of confidence in His Highness's loyalty and in recognition of his rank and position among the Chiefs under the political control of the Government of Bombay, to relax the restraint hitherto imposed by the said Article on His Highness's powers in respect of sentences of death, His

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* Expunged by Bombay Government, Resolution No. 1734 of 1899.

† Now the Railway Board.

Excellency the Governor in Council is pleased to declare, with the previous sanction of His Excellency the Viceroy and Governor General in Council, that the said Article is hereby modified and shall henceforth run as follows :—

ARTICLE 7.

That the present three native courts of civil justice be maintained with an appeal court, to be called the Raja's court.

That there should be a combined court of the Raja and the British Agency for the disposal only of cases against the higher Sardars.

That Mamlatdars should have authority in minor criminal cases as at present.

That for more serious criminal cases there should be a Nyayadesh court imposing sentences of imprisonment for such period as may be fixed by the Raja; sentences of longer imprisonment than three years and sentences of death to require the confirmation of the Raja.

2. The Political Agent should be requested to communicate the alteration above made to His Highness the Raja, and to affix the above declaration in English and Marathi at the end of the original Treaty in the possession of His Highness the Raja.

G. W. VIDAL,

Acting Chief Secretary to Government.

No. XIV.

SANAD granted to HIS HIGHNESS SIR SHAHU CHHATRAPATI MAHARAJ, G.C.S.I., of KOLHAPUR,—1900.

I hereby confer upon you the title of Maharaja as an hereditary distinction.

CURZON OF KEDLESTON,

Viceroy and Governor-General of India.

SIMLA;
The 23rd May 1900.

No. XV.

KHARITA to HIS HIGHNESS the MAHARAJA of KOLHAPUR,—1903.

I have great pleasure in informing Your Highness that, as a mark of their appreciation of your administration, my Government have decided for so long as they remain satisfied of the impartiality and efficiency of your Courts to with-

draw from the exercise of residuary jurisdiction in the Feudatory Jaghirs which the then Government of Bombay reserved by Article 8 of the Articles of Agreement accepted in 1862 by His Highness the then Raja of the Kolhapur State. Save therefore in the cases specified below the residuary jurisdiction in the Feudatory Jaghirs will in future be left to the Courts of Your Highness.

The cases which my Government have decided still to reserve are the following :—

Cases which the Political Agent may require by written request to be transferred to his Court for disposal.

Such cases occurring in the Feudatory Jaghirs and involving the punishment of death or imprisonment over seven years, will continue to be tried by the Court of the Political Agent and committed thereto through the Court of Your Highness.

Your Highness's Courts will of course avoid any possible allegation of encroachment on the jurisdiction reserved to the Feudatory Jaghirdars on their investiture by a scrupulous respect for the terms of the Thailis addressed to them.

Should Your Highness feel able at any time in consultation with the Political Agent on a consideration of the efficiency of their Courts and as a reward for loyalty to your Gadi to propose a further enlargement of the jurisdiction of all or any of your Feudatories, I shall be happy to consider the question.

No. XVI.

DEED executed by the KOLHAPUR STATE for the CESSION of JURISDICTION to the BRITISH GOVERNMENT over lands in the STATE acquired for the PANDHARPUR-MIRAJ EXTENSION of the BARSI LIGHT RAILWAY,—1927.

I, Anna Babaji Latthe, M.A., LL.B., Diwan of Kolhapur, on behalf of His Highness Sir Rajaram Chhatrapati Maharaj, G.C.I.E., Maharajasaheb of Kolhapur cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the Ichalkaranji Jahgir which are or may hereafter be occupied by the Miraj-Pandharpur Extension Line of the Barsi Light Railway Company, situate in the village of Arag including all lands occupied for stations, for out-buildings and other railway purposes and over all persons and things whatever within the said lands.

By order of His Highness the Chhatrapati Maharajasaheb,

A. B. LATTHE,
Diwan of Kolhapur.

KOLHAPUR;
1st February 1927.

XIII.—SOUTHERN MAHRATTA COUNTRY STATES AGENCY.

The political relations of the Southern Mahratta Country States are conducted through the Kolhapur Residency and Southern Mahratta Country States Agency: the Resident, Kolhapur, being also Political Agent, Southern Mahratta Country States. The Rulers of the States in this Agency belong to three families—the Ghorpade (Raja of Mudhol): the Patwardhan [Chiefs of Sangli, Miraj (Senior and Junior), Jamkhandi, Kurundwad (Senior and Junior) and Jagirdar of Wadi]: and the Bhave (Chief of Ramdurg).

The Ghorpade family rose to eminence under the Muhammadan rulers of Bijapur, from whom they received their estates. They were the most determined opponents of Shivaji during his early conquests; but, on the overthrow of the Muhammadan power, they joined the Mahrattas and accepted military command from the Peshwa. Narayan Rao, Chief of Mudhol, died in 1815 and was succeeded by his son Venkat Rao, who was selected by the Peshwa in preference to Govind Rao, Narayan Rao's elder son by a junior wife.

The founder of the Patwardhan family was Hari Bhat, a Konkanasth Brahman, who became the family priest of the Ghorpades of Ichalkaranji and whose three sons, Govind Hari, Ramchandra Hari and Trimbak Hari, rose to military command under the first Peshwa and received grants of land on condition of military service. The first grant of land, which was of the value of Rs. 25,20,568, was in the name of Govind Hari; but the Peshwa subsequently divided it in unequal portions between Govid Hari and his two nephews, Parashram Bhao, the most celebrated of the Mahratta generals, son of Ramchandra Hari, and Nilkanth Rao, son of Trimbak Hari. To Govind Hari was assigned Miraj; to Parashram Bhao, Tasgaon; and to Nilkanth Rao, Kurundwad.

In 1782 Miraj descended to Chintaman Rao, grandson of Govind Hari, a child six years of age; during his minority the State was managed by his uncle Gangadhar Rao. When Chintaman Rao came of age he quarrelled with his uncle who attempted to keep him out of his rights. Eventually the State was divided between them, the uncle retaining Miraj, and Chintaman Rao taking Sangli. The revenues of Sangli were Rs. 6,35,178, and of Miraj Rs. 4,79,798: and these States were respectively liable to find for service 1,920 and 1,219 horse.

On the death of Parashram Bhao of Tasgaon, the State descended to his son, Ramchandra; but in 1811 a share was given by the Peshwa to Ganpat Rao, a younger son. Two States were thus formed, Jamkhandi, held by Ramchandra, yielding a revenue of Rs. 4,54,160, and subject to a service of 1,278 horse; and Tasgaon, with a revenue of Rs. 2,08,776, held by Ganpat Rao, subject to a service of 640 horse.

In 1812 the State of Kurundwad was also divided, a half share, called Shedbal, being given by the Peshwa to Ganpat Rao, nephew of

Nilkanth Rao. The Kurundwad share yielded a revenue of Rs. 1,27,989, and was subject to a service of 280 horse. The revenues of Shedbal were Rs. 1,00,691, and the contingent due was 280 horse.

The power of the Patwardhans had for some time excited the jealousy of the Peshwa, who attempted to strip them of their rights. Rebellion was several times threatened, and at last in 1812 the Patwardhans asked for the interference of the British Government. Through the mediation of Mr. Elphinstone, an Engagement (No. I) was drawn up in 1812 by which the family, together with the other Jagirdars of the Southern Mahratta Country, were secured in their possessions on condition of rendering stipulated service, and the Peshwa engaged to abstain from interference with their administration.

The founder of the Bhave family was Ram Rao Daji, for whom his friend Appaji Suru, Governor of Nargund and Ramdurg, two of the strongest forts in the Southern Mahratta Country, procured appointment to Nargund. About twenty years later Ram Rao's son and grand-nephew, Jogi Rao and Bhaskar Rao, were confirmed in this appointment by the Peshwa Madho Rao Balal in 1753. The estates, which yielded a revenue of Rs. 2,47,251 and were subject to a service of 350 horse, were managed by Bhaskar Rao. He was succeeded by his son Venkat Rao, who continued to manage the estates. This arrangement continued till 1778, when the country was brought under subjection by Haidar Ali. In 1784 Tipu Sultan made further demands, which were resisted: and the fort of Nargund was blockaded. After a siege of seven months Venkat Rao surrendered and, in violation of the terms of capitulation, was, with his whole family, carried off a prisoner by Tipu. On the fall of Seringapatam in 1792, Venkat Rao was released: and the Peshwa restored to him Nargund and lands yielding Rs. 1,27,114, and granted to Ram Rao, grandson of Jogi Rao, the fort of Ramdurg with lands worth Rs. 26,000 a year. The two branches of the family continued in possession of their respective shares until 1810, when the Peshwa made a new division of the lands in equal shares to Venkat Rao and Narayan Rao, the sons of Ram Rao.

At the time of the Peshwa's overthrow there were six separate States held by members of the Patwardhan family—Sangli, Miraj, Jamkhandi, Kurundwad, Tasgaon and Shedbal. Three Engagements (Nos. II, III and IV) were concluded with the Chiefs of these States in 1819, by which the number of horse they were required to furnish was reduced to one-fourth, and in lieu of the others land was to be assigned, or cash paid at the rate of Rs. 300 for each horse. The Engagements also bound them to dependence on the British Government, to whom all quarrels were to be referred. With the exception of the Chief of Sangli, who ceded lands yielding Rs. 1,35,000, all the others elected to furnish the contingents required.

Similar Engagements were made with Venkat Rao, the Ghorpade Chief of Mudhol, in 1819 (No. V), and with Venkat Rao and Narayan Rao, the Bhave Chiefs of Nargund and Ramdurg, in 1821 (No. VI).

In 1820 the State of Miraj was, with the sanction of the British Government, divided into four shares, and the service of horse was proportionately assigned. Two of these shares lapsed in 1842 and 1845 from failure of male issue, and two now remain, separately designated Miraj Senior and Miraj Junior.

The Jamkhandi State also was divided in 1821 by the formation of the separate State of Chinchni, which was assigned to Govind Rao Nana Saheb, nephew of Ramchandra Rao. Chinchni lapsed in 1836. Tasgaon also lapsed in 1848.

In 1848-49 the maintenance of a contingent force by the States of Mudhol, Miraj (Senior and Junior), Jamkhandi, Kurundwad and Shedbal was commuted (No. VII) to a money payment.

The State of Shedbal, after having once been continued by adoption in 1820, lapsed in 1857. In the same year the State of Nargund was confiscated and its Chief, Bhaskar Rao, hanged for the murder of Mr. Manson, the Political Agent.

In 1854 a division of the Kurundwad State between Raghunath Rao, his nephew Ganpat Rao, and two younger brothers, Vinayak Rao and Trimbak Rao, was sanctioned. The arrangement seems to have originally contemplated the continuance of the saranjam, with independent jurisdiction, to the senior Chief alone, and the vesting in him of sole management of the inams. The junior Chiefs were to be treated as holding ordinary landed Estates; and, until the Estates of the junior Chiefs were brought under the Regulations, one of them was to be invested with the powers contemplated by Regulation XIII of 1830 and Regulation XIII of 1842. It was decided, however, that the junior Chiefs should not be brought under the Regulations, and that one of them should exercise jurisdiction for the rest. Trimbak Rao died in 1869 without male issue. His share of the saranjam was bestowed on the two younger Chiefs, and his portion of inam holdings reverted to the Senior Chief. The holding is now represented by the States of Kurundwad Senior and Kurundwad Junior, the latter being held by two Chiefs, one of whom exercises jurisdiction.

The Rulers of the Southern Mahratta Country States except the Chief of Jamkhandi, whose conduct was suspicious, behaved well in the mutiny of 1857; and in 1862 all of them except the Chief of Kurundwad (Junior), received Sanads of Adoption (No. VIII.)

In 1874 the Chiefs of Kurundwad (Junior Branch) ceded (No. IX) full jurisdiction over lands occupied by the Great Indian Peninsula Railway.

In 1880-81 the Chiefs of all the Southern Mahratta Country States entered into an Agreement (No. X) binding themselves to prohibit poppy cultivation in their States and to prevent the illicit importation of opium into their territories. Further opium Agreements (*see* Surat Agency No. IX) were made with them all, and also with the Jagirdar of Wadi, in 1895-97.

In 1886 the States of Sangli, Miraj (Senior and Junior), Jamkhandi, Kurundwad (Senior and Junior) and Ramdurg ceded (*see* Kolhapur Residency No. X) full jurisdiction over the lands required for the Southern Mahratta Railway: and in 1887 the Chiefs of Sangli and Miraj (Senior) ceded (*see* Kolhapur Residency No. XI) full jurisdiction over the lands required for the Kolhapur State Railway.

In 1886-87 the Chiefs of Mudhol, Sangli, Miraj (Senior and Junior), Jamkhandi, Kurundwad (Senior and Junior), Ramdurg and the Jagirdar of Wadi entered into Agreements (Nos. XI and XII) to promote the growth of trade by the abolition of certain taxes.

All the Southern Mahratta Country Chiefs, and the Jagirdar of Wadi, leased their hemp drug farms to the British Government up to the 31st March 1906. The leases have since been renewed from time to time, the last renewal being for a period of ten years from the 1st April 1925.

In 1905 the Chief of Miraj (Senior) ceded (No. XIII) full jurisdiction over the lands required for the Barsi Light Railway: and in 1906 the Chiefs of Sangli and Miraj (Senior) ceded (No. XIV) full jurisdiction over the lands required for the Sangli State Railway, an Agreement (No. XV) for the working of which was concluded in 1907 between the Sangli State and the Southern Mahratta Railway Company. In 1925-26 full jurisdiction over the lands required for the Pandharpur-Miraj extension of the Barsi Light Railway was ceded by the Chiefs of Miraj (Junior) (No. XVII), Miraj (Senior) (No. XVIII) and Sangli (No. XIX).

All the Southern Mahratta Country Chiefs (except Sangli, with whom negotiations are still (1929) in progress), and the Jagirdar of Wadi, have at various times entered into Agreements for the lease of their Abkari revenue to the British Government; the present Agreement (No. XX) having been concluded for a period of ten years from the 1st August 1924.

In November 1929 the Mudhol, Sangli and Ramdurg Darbars executed Agreements regarding the provincialisation of the portions of the Belgaum-Hungund road lying within the limits of their States. These Agreements were concluded too late for inclusion of copies of them in the present edition.

The Chiefs of Mudhol and Sangli enjoy plenary jurisdiction, that is power to try for capital offences, without permission from the Political Agent, all persons in their territories except Europeans, including European British subjects, Americans, Government servants and other British subjects; the Chiefs of Miraj (Senior and Junior), Jamkhandi, Kurundwad (Senior and Junior) and Ramdurg exercise unlimited civil and criminal jurisdiction, subject to the proviso that, for capital offences, the permission of the Political Agent must be obtained for the trial of British subjects and the subjects of other States.

1. Mudhol.

The Raja of Mudhol belongs to the Bhonsla Ghorpade family. The original name was Bhonsla, and the Mudholkar is said to be descended from a common ancestor with Shivaji. There are two branches of the Ghorpade family, the " Sathkas " and the "Naukas ", to the former of which the Mudhol Chief belongs, while the other division is represented by the Senapati of Kapshi in the Kolhapur State.

Venkat Rao, the Chief with whom the first British engagement was made in 1819, died in 1853, and was succeeded by his son, Balwant Rao. He died in 1862, and was succeeded by his son, Venkat Rao, who died in July 1900. He was succeeded by the present Ruler, Meherban Malojirao Venkatrao Raje Ghorpade *alias* Nanasaheb, born on the 14th June 1884. He was invested with full powers in 1904, and in 1909 he was granted a personal salute of 9 guns.

In 1918 the Ruler of Mudhol was granted a permanent salute of 9 guns: and in 1922 the hereditary title of Raja was conferred upon him (No. XVI).

The area of Mudhol is 368 square miles; the population, according to the Census of 1921, 60,140; and the gross revenue Rs. 4,15,386.

Under the reorganisation scheme of January 1921 the authorised strength of the Mudhol State Forces consists (December 1926) of:—

Sujjan Sinh Infantry 115

The State also possesses 111 Armed Police and 7 serviceable guns.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, oll such levies were abolished.

2. Sangli.

Chintaman Rao, the first Chief of Sangli, died in 1850, and was succeeded by Dundi Rao Chintaman, who died on the 12th December 1901 without male issue. He was succeeded by the present Chief Vinayakrao Bhausaheb now known as Meherban Chintamanrao

Dhundirao *alias* Appasaheb Patwardhan, born on the 24th March 1890. He is a great grandson of Vinayak Rao Bhau Saheb, adopted son of Dhundi Rao Chintaman's elder brother Ganpat Rao. He was installed in June 1903 and was invested with full powers in 1910.

In 1918 the Ruler of Sangli was granted a permanent salute of 9 guns. In 1927 Meherban Chintamanrao Dhundirao, the present Ruler, was granted a personal salute of 11 guns.

The area of Sangli is 1,111 square miles; the population, according to the Census of 1921, 2,21,321; and the gross revenue Rs. 16,03,222.

The State possesses (1926) 182 Armed Police, with 1 serviceable and 2 unserviceable guns.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

3. Miraj, Senior Branch.

The Chief with whom the first British Engagement was made in 1819 was Ganpat Rao, grandson of Gangadhor Rao. He died in 1833 and was succeeded by his son Ganpat Rao Tatia Sahib who, on the 6th June 1875, was succeeded by his son the present Chief Meherban Gangadharrao Ganesh *alias* Balasaheb Patwardhan, born on the 9th February 1866. He was invested with powers in February 1887. He is a first class Sardar of the Deccan.

In 1883 land belonging to the State was taken up for irrigation works. Rs. 1,194 is paid annually to the Chief on this account.

The area of the State is 342 square miles; the population, according to the Census of 1921, 82,580; and the gross revenue Rs. 4,11,377.

The Chief pays an annual contribution of Rs. 12,557 to the British Government on account of service.

The State possesses (1926) 60 Armed Police with 1 unserviceable gun.

4. Miraj, Junior Branch.

Madhav Rao, a younger son of Gangadhar Rao, was the founder of this branch. He died in 1845, and was succeeded by his son Lakshman Rao, who died in 1876, and was succeeded by his only son Harihar Rao. He died in 1877 and was succeeded by Lakshman Rao Anna Saheb, who died on the 7th February 1899, before being invested with powers and without a male heir. The British Government selected as his successor Raghunath Rao Chintaman, the present Chief, now known as Meherban Madhavrao Harihar *alias* Babasaheb Patwardhan, who is the second son of Chintaman Rao Raghunath, the late Chief of Kurundwad (Senior). He was born on the 15th March 1889, and suc-

ceeded on the 19th December 1899. He was subsequently adopted by Parbati Bai Saheba, the widow of Harihar Rao Dada Saheb and mother of Lakshman Rao Anna Saheb. He was invested with full powers in 1909. He is a first class Sardar of the Deccan.

The area of the State is 196¼ square miles; the population, according to the Census of 1921, 34,665; and the gross revenue Rs. 3,53,297.

The Chief pays an annual contribution of Rs. 6,412-8-0 to the British Government on account of service.

The State possesses (1926) 39 Armed Police.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

5. JAMKHANDI.

Gopal Rao Ramchandra, the head of the Jamkhandi family, was a one-third shareholder of the Tasgaon family. The other two-thirds lapsed to Government in 1836 and 1848 for want of natural heirs. Gopal Rao died in 1840, and was succeeded by his adopted son, Ramchandra Rao Gopal, who died in 1897. He was succeeded by his adopted son, Parashram Rao Ramchandra, *alias* Bhau Saheb, who died in 1924 and was succeeded by his son the present Chief Meherban Shankarrao Parashramrao *alias* Appasaheb Patwardhan, born on the 5th November 1906. He was invested with full powers in May 1926. He is a first class Sardar of the Deccan.

The area of the State is 524 square miles; the population, according to the Census of 1921, 1,01,195; and the gross revenue Rs. 8,97,466.

The Chief pays an annual contribution of Rs. 20,840-10-0 to the British Government on account of service.

The State possesses (1926) 247 Armed Police with 2 serviceable and 1 unserviceable guns.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

6. KURUNDWAD, SENIOR BRANCH.

Keshav Rao Baba Saheb, the head of his family, died in 1827, and was succeeded by Raghunath Rao Keshav, who died in 1876 and was succeeded by his son, Chintaman Rao. He died in 1908 and was succeeded by his son Meherban Bhalchandrarao Chintamanrao *alias* Annasaheb Patwardhan, who died on the 10th September 1927, and was succeeded by his minor son the present Chief Chintamanrao *alias* Bala Saheb,

who was born on the 13th February 1921. The State is administered by the Dowager Rani as Regent with the assistance of the Karbari.

He is a first class Sardar of the Deccan.

The area of the State is 182¼ square miles; the population, according to the Census of 1921, 38,760; and the gross revenue Rs. 3,02,017.

The Chief pays an annual contribution of Rs. 9,618-12-0, which includes the amounts payable by the Junior Chiefs, to the British Government on account of service.

The State possesses (1926) 26 Armed Police with 1 serviceable gun.

7. Ramdurg.

On the fall of the Peshwa, the British Government found Venkat Rao ruling over Nargund and Narayan Rao ruling over Ramdurg. Venkat Rao was succeeded by his son Dadaji Rao, and he by his elder son Bhaskar Rao. Narayan Rao died in 1827 without male issue and without having obtained permission to adopt a son: and Ramdurg was therefore placed under attachment. But Narayan Rao's widow was afterwards allowed to adopt Harihar Rao, younger son of Dadaji Rao of Nargund, who took the name of Ram Rao. Narayan Rao's widow retained the management of Ramdurg for her life. Bhaskar Rao was hanged for the murder of the Political Agent in 1857, and Nargund was confiscated. Ram Rao, who remained faithful during the mutiny, died in 1873 and was succeeded by his son Yogi Rao, who died in 1878 and was succeeded by Venkat Rao. Venkat Rao died in 1907 and was succeeded by his son the present Chief Meherban Ramrao Venkatrao *alias* Rao Saheb Bhave, born on the 16th September 1895. He was invested with full powers in January 1915.

The area of the State is 169 square miles; the population, according to the Census of 1921, 33,997; and the gross revenue Rs. 2,81,307.

The State is considered a personal holding and is exempted from rendering service to the British Government.

The State possesses (1926) 36 Armed Police, with 1 serviceable and 1 unserviceable guns.

8. Kurundwad, Junior Branch.

There are two Chiefs of this Branch. The two first Chiefs were Vinayakrao and Ganpat Rao Harihar Rao. Vinayakrao was succeeded by his son Harihar Rao Vinayak Rao, *alias* Daji Sahib, and Ganpat Rao Harihar Rao, who died in 1899, by Meherban Madhavrao Ganpatrao *alias* Bhausaheb Patwardhan, who was born on the 6th December 1875 and is one of the present Chiefs.

The two shares of the State are not recognised as distinct States, and it was directed that the Civil and Criminal jurisdiction over the State as a whole should be vested entirely in Harihar Rao Vinayak Rao. He died in 1911, when the jurisdiction reverted to the other branch, and vested in the present jurisdictional Chief Meherban Madhavrao Ganpatrao *alias* Bhausaheb Patwardhan. Harihar Rao Vinayak Rao was succeeded by his son the present non-jurisdictional Chief Meherban Vinayakrao Hariharrao *alias* Nanasaheb Patwardhan, born on the 27th March 1877.

Both Chiefs are first class Sardars of the Deccan.

The area of the State is 114 square miles; the population, according to the Census of 1921, 34,288; and the gross revenue Rs. 1,86,780.

The State possesses (1926) 20 Armed Police and 1 serviceable gun.

The State was liable to the operation of the Nasarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

9. WADI ESTATE.

The Wadi Estate is an off-shoot of Kurundwad (Senior). In 1792 a dispute arose between Raghunath Rao, Chief of Kurundwad, and his younger brother Shiv Rao. It was eventually arranged that Shiv Rao should be given certain villages and a cash allowance. The villages were subsequently divided among the three sons of Shiv Rao. Two of these shares eventually lapsed to Government: and the third, consisting of the villages of Khatav and Bavchi, forms the present Estate of Wadi.

The present Jagirdar, Meherban Ganpatrao Gangadharrao *alias* Dajisaheb Patwardhan, was born on the 12th January 1903 and was given his powers in May 1924.

In revenue matters the Jagirdar exercises the powers of a Collector, in criminal matters those of a Second Class Magistrate, and in civil matters those of a Second Class Sub-Judge.

In 1926 he was invested with the powers of a Committing Magistrate.

The residuary jurisdiction vests in the Resident at Kolhapur and Political Agent, Southern Mahratta Country States.

The area of the Estate is 12 square miles; the population, according to the Census of 1921, 1,406; and the gross revenue Rs. 8,000.

No. I.

ARTICLES of AGREEMENT * entered into by the HONOURABLE M. ELPHINSTONE, in the name of the BRITISH GOVERNMENT, on behalf of the PEISHWA, with the JAGHIREDARS of the SOUTHERN MAHRATTA COUNTRY, in July and August 1812, commonly called "The AGREEMENT of PUNDERPORE".

ARTICLE 1.

The British Government engages that no notice shall be taken of past offences by His Highness the Peishwa, and also that the jaghiredars shall not be molested by the revival of old claims of a pecuniary nature or otherwise. On the other hand, the jaghiredars promise never to revive any former claims on His Highness the Peishwa.

ARTICLE 2.

The jaghiredars engage to restore promptly all usurped lands without exception, and to relinquish all revenues which they enjoy without Sunnuds. Their Sunnuds to be examined for this purpose, and any grounds they may offer for mitigation to be hereafter investigated. Under this Article all lands which are held in kamavis are to be restored to the Peishwa.

ARTICLE 3.

The jaghiredars engage to serve His Highness the Peishwa according to the former practice of the Mahratta Empire, as laid down in the Tynat Zabitas.

ARTICLE 4.

The jaghiredars are to carry on no hostilities whatever, unless authorized by His Highness the Peishwa; and should any occasion arise for private wars among themselves, they promise to submit their disputes to the Peishwa, and to abide by His Highness's decision.

ARTICLE 5.

The British Government pledges itself that the jaghiredars shall retain undisturbed possession of their Sunnudee lands as long as they serve His Highness the Peishwa with fidelity, and also promises to use its influence to induce His Highness to restore them to favour, and to treat them with due consideration, on the same terms.

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* This document corresponds with the Paper of requests presented by the Resident at Poona to the Peshwa's Ministers on the 6th of July 1812—see "The Peshwa," Vol. VII. The original agreement is supposed to have been burnt with the Poona Residency in 1817. This copy is taken from a draft agreement appended to a letter from Mr. Elphinstone, to Lord Minto, dated 9th July 1812, and corresponds with a copy in the possession of one of the jagirdars. It may therefore be accepted as genuine.

NOTE—The above terms were agreed to by the jagirdars of the Southern Mahratta Country in July and August 1812. The Chief of Tasgaon was not included in the agreement.

ARTICLE 6.

His Highness the Peishwa has entrusted all the negotiations affecting the preceding questions to the British Resident, who has been instructed by the Right Honourable the Governor-General to carry them into effect, and to see that they are punctually observed.

M. ELPHINSTONE,
Resident at Poona.

No. II.

MEMORANDUM of TERMS granted by the HONOURABLE EAST INDIA COMPANY to CHINTAMUN RAO APPAH PUTWURDHUN regarding the lands which he held from the GOVERNMENT of HIS HIGHNESS the PEISHWA for the PAYMENT of his CONTINGENT, of his PERSONAL ALLOWANCE, etc., bearing date the Arabic year 1219, A.D. 1819.

ARTICLE 1.

In the Arabic year 1213 a settlement was concluded, and a letter and memorandum on the part of the British Government were despatched from Punderpore. In the 3rd Article of that memorandum it is written that you are to serve the Peishwa according to the ancient custom of the Mahratta Empire, as it appears in your Tynat Zabita. With reference to that agreement it has now been settled that you shall serve with (450 horse) one-fourth of the contingent of troops, for the maintenance of which you now hold lands; or that in lieu of such service you shall pay to the government in ready money, at the rate of Rupees 300 a horse, the amount of the allowance of that number, or that you shall relinquish an equivalent in land, whereupon you having agreed to give up the amount of the allowances in land, you will now make over the said land to the government according to a separate Schedule.

ARTICLE 2.

As long as you remain faithful and true to government, your lands shall be continued to you without interruption. This stipulation was contained in the 5th Article of the terms of Punderpore and is hereby confirmed. A Sunnud to this effect, issued by the Most Noble the Governor-General, will be made over to you.

ARTICLE 3.

You shall on no account entertain troops for the purpose of engaging in a contest with any person whatever. In the event of any cause of dispute arising, you must not resort yourself to extreme measures, but must refer the question to government for consideration; it will then be impartially adjusted, and you must

abide by the decision. This Article corresponds with the 4th clause of the terms of Punderpore, which is hereby confirmed.

ARTICLE 4.

You will attend to the prosperity of the ryots of your jaghire, to the strict administration of justice, and the effectual suppression of robberies, murders, arsons, and other crimes. This Article is an essential condition of the present Agreement; you must therefore indispensably maintain the good order of your country.

ARTICLE 5.

You will continue all rights within your jaghire, whether belonging to the State or to individuals, all doomallee, surinjam, and enam villages and lands, all wurshasuns (or annual pensions), dhurmadaos (or charitable allowances), dewasthans (or religious establishments), rozeenah (daily stipends), khyrats (alms to Mahomedans), nemnooks (or assignments on the revenue), etc., and if in any particular instance any interruption shall have been offered to a grant not annulled by government, such grant shall likewise be made good without hindrance to the proprietor. No complaints on this head are to be suffered to reach the government.

ARTICLE 6.

If any offenders from your jaghire lands shall come into those of the government, you will represent the affair, and they shall, on enquiry, be delivered up to you; and should any offenders against the government, or criminals belonging to its territory seek refuge in your country, they will be pursued by the government officers; and you will afford every assistance in delivering up such offenders.

ARTICLE 7.

The British Government will maintain your rank and dignity as it was maintained under His Highness the Peishwa. It will attend to any of your representations, and will decide equitably upon them; you shall in no respect suffer injury, but will of course be supported as far as it is just.

ARTICLE 8.

Any villages, lands or other possessions belonging to your surinjam or enam situated within the lands of government shall be continued without obstruction as they have heretofore been continued.

The above-written eight Articles are agreed to, 15th May 1819, corresponding to 19th Rujjub.

ARTICLES of STIPULATION on the TRANSFER of LANDS to the amount of Rupees 1,35,000 in lieu of CONTINGENT of 450 required by the Tynat Zabita, dated Beejapore, 12th December 1820.

The giving up of Shapore, which was desirable from its proximity to the cantonment of Belgaum, being objected to by Chintamun Rao, it is engaged as follows :—

ARTICLE 1.

There shall be no spirit-dealing in Shapore.

ARTICLE 2.

There shall be no mint or coinage in Shapore, to prevent objections regarding the currency.

ARTICLE 3.

No equivalent to be required from the British Government on account of these two items.

ARTICLE 4.

The Collector will fix villages in the neighbourhood of Belgaum, with the exception of Shapore, to be given up to the amount of Rupees 10,775-1-68, required to complete the sum of Rupees 1,35,000. Villages to be given up which contain toddy trees, in order to prevent future collision, and the nemnook or village payments to be deducted in the estimation of their value.

ARTICLE 5.

The large petta of Shapore near the cantonment shall aid in the supply of coolies and bullocks that may be required for military purposes.

ARTICLE 6.

The Collector of Dharwar will deliver over all the lands held under attachment, which are to be relinquished on security being furnished for such other lands being given (by three instalments of one month each) as shall be found requisite to complete the necessary sum (Rupees 1,35,000), the deductions on account of police and nemnook expenditure being included in the calculation.

ARTICLE 7.

The revenues of the relinquished lands are entered according to the data furnished from the Collector's Office at Dharwar; and the Vakeel having repre-

sented that the revenues may be found to be somewhat greater on examination, it is stipulated that should such be the case, there will be a proportional deduction made in the lands remaining to be transferred to the Company in the Shapore Mehal.

AGREEMENT made by CHINTAMUN RAO PANDOORUNG, Sunnut Ushreen-wu-Myatein-wu-Ulf 1229 Fuslee.

I was a Sirdar and subject under the Peishwa. The Peishwa's government was set aside and that of the Company established. My jaghire has with the other territories come under the British Government. I will serve the British Government, as I may be directed, with fidelity and attachment, with such lands as may be graciously bestowed on me. I shall not maintain connection with, or dependence on, the Peishwa. I shall not hereafter make any claims according to the former Tynat Zabita. I relinquish the claim I made formerly of my relations, the Miritchkur, Tasgaonkur, Koorundwarkur Sirdars, being under my authority. I accept only whatever jaghire the British Government may be pleased to grant me, and I beg a memorandum for the continuance of it, by which I will permanently abide. This is the agreement.

Abstract Statement of the Revenues of the Districts finally ceded from the Jaghire of Chintamun Rao Appa Saheb, Chief of Sanglee, to the British Government in June 1821, and attached to the Dharwar Collectorate to make good the annual sum of Rupees 1,35,000, net produce, in lieu of the service of his quota of horse.

No.	Districts.	No. of Villages.			Kumal Amount.	Actual Gross Produce.			Total.	Deductions.			Remains. Net Produce.
		Mouzas.	Mujras.	Total.		Land Revenue.	Bajee Bab.	Sayer.		District Establishment, etc., charges.	Wurshasun, nemnook, etc., etc.	Total Deductions.	
1	Pergunnah New Hooblee.	41	6	47	67,590 9½	52,181 4½	4,684 5	12,912 4½	69,771 15	4,547 7½	3,181 3	7,728 10½	62,043 4½
2	Pergunnah Turus	46	4	50	47,396 11½	34,192 13½	418 15½	6,437 14	41,049 10½	2,536 6¾	2,975 9	5,511 15¾	35,537 10¾
3	Pergunnah Burdal	16	..	16	10,987 8	7,856 2½	..	..	7,856 2½	392 15½	..	392 15½	7,263 3
4	Pergunnah Dumegutta	11	..	11	3,279 9	8,680 7½	25 4	409 13	9,115 8½	591 0½	38 2¼	629 2¾	8,486 5¾
5	Sirdeshgut of Gopunkope.	5	..	5	17,896 12	14,162 0½	..	266 2½	14,428 3½	935 11½	517 9¼	1,453 4¾	12,974 14¾
6	In the Pergunnah of Shapore.	6	1	7	..	9,321 10½	..	..	9,321 10½	633 0¾	..	633 0¾	8,688 9¾
	Total	125	11	136	..	1,26,194 6½	5,128 8½	20,026 3½	1,51,349 0¾	9,636 9¾	6,712 8	16,349 1¾	1,35,000 0

J. Macleod,
First Assistant.

No. III.

TERMS granted by the HONOURABLE EAST INDIA COMPANY to KESSOW RAO BABA PUTWURDHUN regarding the lands which he held from the GOVERNMENT of HIS HIGHNESS the PEISHWA for the PAYMENT of his CONTINGENT, of his PERSONAL ALLOWANCE, etc., bearing date the Arabic year 1219, A.D. 1819.

ARTICLE 1.

In the Arabic year 1213 a settlement was concluded, and a letter and a memorandum on the part of the British Government were despatched from Punderpore. In the three Articles of that memorandum it is written that you are to serve the Peishwa according to the custom of the Mahratta Empire, as it appears in your Tynat Zabita; but as the Sirdars would not be able to perform the serving according to the terms of their Tynat Zabitas, it is now settled, out of consideration for them, that they shall serve with one-fourth of the contingent of troops for the maintenance of which they hold lands, or that in lieu of such service they shall pay to government in ready money, at the rate of Rupees 300 a horse, the amount of the allowance of that number of troops, or that they shall relinquish an equivalent in land. Whereupon you having agreed to serve with 70 horse, being a fourth of your contingent, that arrangement is hereby confirmed by the government.

ARTICLE 2.

Your troops shall be mustered whenever called on; the horses and men shall be good and effective, and shall serve the whole year. Should the number upon muster prove deficient, the amount of such deficiency shall be repaid to government at the established rate. If a detachment of from 5 to 7 horse is required to be sent from the army on your affairs, you must first mention it to the officer in command on the part of the government, and they will in that case be included in the muster. When your troops are not required, they will be permitted to return to your own station for monsoon quarters for four months during the rainy season, but if they are required they must remain.

ARTICLE 3.

You shall serve in such manner as the government may order; you will not in general be required to serve beyond the Godavery and Tumbudra; but if at any time you should be required to do so, you must go without objecting. On such occasion you will be furnished by government with money for the payment of your troops at the established rate of pay, which money is to be repaid to government in your own country.

ARTICLE 4.

In the event of either men or horses being killed or wounded in action, you will receive no compensation from government; all expenses are to be provided

for out of the war allowance granted. This is to be observed according to former practice; but if any great man should be wounded or killed in action, a reward will be given to him by the government if wounded, or a pension to his family if he be killed in action.

ARTICLE 5.

In addition to your contingent you will maintain at your own expense such establishments for the preservation of order within your limits as may be necessary; and, in the event of disturbances in your neighbourhood, you will furnish assistance with such troops as may be in your lands. If any great disturbance should break out in your lands, you will receive assistance on your applying to the government.

ARTICLE 6.

As long as you continue to serve the British Government with fidelity and attachment, your jaghire shall remain unquestioned and undisturbed in your possession and that of the Sirdars of your family. This stipulation, expressed in the 5th Article of the Terms of Punderpore, is hereby confirmed, and a Sunnud shall be procured to the same effect from His Excellency the Most Noble the Governor General hereafter. When new Sunnuds are required for the descendants of each respectively, it is to be represented to the government, which will graciously confer a new Sunnud, and continue the jaghire without exacting any nuzzur.

ARTICLE 7.

Any villages, lands, or other possessions belonging to your surinjam or enam, situated with the lands of government, shall be continued without obstruction as they have heretofore been continued.

ARTICLE 8.

You will continue all rights within your jaghire, whether belonging to the State or individuals; all doomallee, surinjam, and enam villages and lands, all wurshasuns (or annual pensions), dhurmadaos (or charitable allowances), dewasthans (or religious establishments), rozenah (daily stipends), khyrats (alms to Mahomedans), nemnooks (or assignments on the revenue, etc.), in conformity to the list contained in the grant of your surinjam; and if in any particular instance any interruption shall have been offered to a grant not annulled by government, such grant shall likewise be made good without hindrance to the proprietor. No complaints on this head are to be suffered to reach the government. If any zemindar shall be guilty of rebellion or treason, or should resist your authority, you are at liberty to resume his lands as a punishment on satisfying yourself of his guilt. If any of the other persons above enumerated should be guilty of an offence, or if any of them should die without heirs, you will announce it to government, which will punish the guilty and make arrangements.*

* In the English translation transmitted from Poona, it is here entered "shall take possession of the vacant lands."

ARTICLE 9.

You will attend to the prosperity of the ryots of your jaghire, to the strict administration of justice, and the effectual suppression of robberies, murders, arsons, and other crimes. The government will not enquire into every complaint that may arise in your jaghire. When any complaint is made it will be referred to you, and you are to settle it equitably. If at any time your jaghire should fall into great disorder, and robberies should be committed, or if any great crime should be committed, without proper investigation and redress on your part, it will be necessary that arrangements should be made on the part of the government.

ARTICLE 10.

You shall on no account entertain troops for the purpose of engaging in a contest with any person whatever. In the event of any cause of dispute arising, you must not resort yourself to extreme measures, but must refer the question to government for consideration; it will then be impartially adjusted and you must abide by the decision. This Article corresponds with the fourth clause of the Terms of Punderpore which is hereby confirmed.

ARTICLE 11.

If any offenders from your jaghire lands shall come into those of the government, you will represent the affair, and they shall on enquiry be delivered up to you; and should any offender against the government, or criminal belonging to its territories, seek refuge in your country, they will be pursued by the government officers, and you will afford every assistance in delivering up such offenders.

ARTICLE 12.

The British Government will maintain your rank and dignity as it was maintained under His Highness the Peishwa in former times. It will attend to any of your representations, and will decide equitably upon them. You shall in no respect suffer injury, but will, of course, be supported as far as is just.

GUNPUT RAO TATIA MEERUJKUR and GOPAL RAO JUMKHUNDEEKUR.

The treaty with these Chiefs is the same as that contained in 12 Articles with the Chief of Koorundwar with the addition that both parties shall serve with 300 horse as noted in 1st Article; and in the 2nd Article that, should occasion require it, they may send from 25 to 40 horse for their own service on receiving the sanction of the officer commanding on the part of government.

Date of Treaty, 6th June 1819, Gulgullee on the Kistna.

GUNPUT RAO SHEDBALKUR.

The Treaty with this Chief was made at the same place. It corresponds with the Koorundwarkur's Treaty, excepting in requiring the services of 70 horse in the 1st paragraph and in the 2nd Article admitting of 5 or 7 horsemen being employed at home.

Dated 6th June 1819.

No. IV.

TERMS granted by the HONOURABLE EAST INDIA COMPANY to GUNPUT RAO BAPPOO PUTWURDHUN regarding the lands which he held from the PEISHWA'S GOVERNMENT for the PAYMENT of his CONTINGENT, of his PERSONAL ALLOWANCE, etc., and regarding the future arrangement of his jaghire and the execution of the AGREEMENT concluded with him by BRIGADIER-GENERAL T. MUNRO. Arabic year 1220—(1819).

ARTICLE 1.

According to ancient practice, you ought to serve with as many horse as your lands will maintain at Rupees 300 a horse; but as that would be more than you could accomplish, General Munro made the following declaration in the 13th Article of his Agreement:—"The Company does not exact service like the constant duty you used to do under the Peishwa; once in ten or fifteen years, when an important affair occurs, it is necessary to come to the Company's assistance; except in such times you shall not always be summoned." On this you have now requested that the terms of your service may not be left indistinct, and have stated your inability to act up to the full extent of the terms of your Tynat Zabita: it is therefore agreed that you shall be excused the service of three-fourths of your contingent, and shall serve constantly with the remaining fourth, 150 horse only. This is hereby confirmed by the government.

ARTICLE 2.

Your troops shall be mustered whenever called on; the horses and men shall be good and effective, and shall serve the whole year. Should the number upon muster prove deficient, the amount of such deficiency shall be repaid to government at the established rate. If a detachment of 20 or 25 horse is required to be sent from the army on your affairs, you must first mention it to the officer in command on the part of the government, and they will in that case be included in the muster. When your troops are not required, they will be permitted to return to your own station for monsoon quarters for four months during the rainy season, but if they are required, they must remain.

ARTICLE 3.

You shall serve in such manner as the government may order; you will not in general be required to serve beyond the Godavery and Toombudra; but if at any time you should be required to do so, you must go without objecting. On such occasions you will be furnished with money for the payment of your troops according to the estimated expense, which money is to be repaid to government in your own country.

ARTICLE 4.

In the event of either men or horses being killed or wounded in action, you will receive no compensation from government; all expenses are to be provided for out of the war allowance granted. This is to be observed according to former practice; but if any great man should be wounded or killed in action, a reward will be given to him by the government if wounded, or a pension to his family if he be killed in action.

ARTICLE 5.

In addition to your contingent you will maintain at your own expense such establishments for the preservation of order within your limit as may be necessary; and in the event of disturbances in the districts adjoining to yours, you will furnish assistance with such troops as may be in your lands. If any great disturbance should break out in your lands, you will receive assistance on your applying to government.

ARTICLE 6.

In the 10th Article of the Agreement with General Munro it is written that on your submitting to the British Government, your jaghire shall be continued to you on the former footing, and in the 14th Article is a similar engagement for the maintenance of your honour and dignity: it is therefore agreed that as long as you shall continue to serve the British Government with fidelity and attachment, your jaghire shall remain unquestioned and undisturbed in your possession, and a Sunnud shall be procured to the same effect from His Excellency the Most Noble the Governor-General hereafter. When new Sunnuds are required for your descendants in succession, it is to be represented to government, which will graciously confer a new Sunnud without exacting any nuzzur. A separate Article has been executed on this head, which will be conformed to.

ARTICLE 7.

Any villages, lands, or other possessions belonging to your surinjam or enam situated within the lands of government shall be continued without obstruction as they have heretofore been continued.

ARTICLE 8.

You will continue all rights within your jaghire, whether belonging to the State or individuals, all doomallee, surinjam, and enam villages and lands, all wurshasuns (or annual pensions), dhurmadaos (or religious establishments),

rozeenah (daily stipends), khyrats (alms to Mahomedans), nemnooks (or assignments of the revenue), etc., in conformity to the list contained in the grant of your surinjam, and if in any particular instance any interruption shall have been offered to a grant not annulled by government, such grant shall likewise be made good without hindrance to the proprietor. No complaints on this head are to be suffered to reach the government. If any zemindar should be guilty of rebellion or treason, or should resist your authority, you are at liberty to resume his lands as a punishment on satisfying yourself of his guilt. If any of the other persons above enumerated should be guilty of an offence, or if any of them should die without heirs, you will announce it to government, which will punish the guilty and "take possession of the vacant lands."*

ARTICLE 9.

You will attend to the prosperity of the ryots of your jaghire, to the strict administration of justice, and the effectual suppression of robberies, murders, arsons, and other crimes. The government will not enquire into any trifling complaints that may arise in your jaghire. When any complaint is made, it will be referred to you, and you are to settle it equitably. If at any time your jaghire should fall into great disorder, and robberies should be committed without proper investigation and redress on your part, it will be necessary that arrangements should be made on the part of the government.

ARTICLE 10.

You shall on no account entertain troops for the purpose of engaging in a contest with any person whatever. In the event of any cause of dispute arising, you must not resort yourself to extreme measures, but must refer the question to government for consideration; it will then be impartially adjusted, and you must abide by the decision.

ARTICLE 11.

In the 15th Article of your Agreement with General Munro it is agreed that if any persons of your district, or any of your dependants, should be guilty of offences, and should fly to the government or to any other person, they shall, on representation to government, be delivered up. It is therefore now agreed that if any offenders of yours escape to the lands of government, or to those of other persons, you are to represent it to government, and on enquiry they shall be delivered up; and should any offenders against the government, or criminals belonging to its territory, seek refuge in your country, they will be pursued by the government officers, and you will afford every assistance in delivering up such offenders.

ARTICLE 12.

The British Government will maintain your rank and dignity as it was maintained under His Highness the Peishwa in former times. It will attend to any

* *Maratha*—"make arrangements."

of your representations and will decide equitably upon them; you shall in no respect suffer injury, but will, of course, be supported as far as is just. To this effect it was promised by General Munro in the 4th Article of his Agreement; it is therefore inserted here.

ARTICLE 13.

It was agreed by General Munro that you should only serve on great occasions, such as occur once in ten or fifteen years; nevertheless, you have agreed to serve at all times with a fourth of your contingent; it is therefore determined to grant you, under the name of personal allowance (Zabita Tynat), lands yielding an annual revenue of Rupees 30,000, to commence from the 1st day of the current year.

ARTICLE 14.

It was agreed by General Munro, in the 16th Article of his agreement, that your disputes with your relations should be equitably adjusted; there is a stipulation in the 4th Article for the equitable division of Bhoze and Yekshumba, and an adjustment on these principles would exclude all considerations of delicacy: it is therefore resolved to put an end to the disputes between the Sirdars by the following grant to you, to commence from the 1st day of the current year, in full satisfaction of all your claims regarding the jaghire. If the village of Bhoze is not obtained for you from Gopal Rao, you will receive lands yielding Rupees 6,400 a year, the addition of Rupees 300 to the value of the village being as a compensation for your disappointment. In lieu of the third share of Annapore, you will receive Rupees 1,300.

ARTICLE 15.

You applied to General Munro for an enam for the god Gunputtee, at Tasgaon; it is therefore determined to grant, from the first day of this year, an enam of Rupees 2,000; Rupees 1,000 for the expenses of the daily sacrifice and annual ceremonies, and Rupees 1,000 for the expense of a band of music.

ARTICLE 16.

If it should appear that you were in the habit of receiving from the Peishwa's government exemptions from the payment of duties on flocks of sheep, or rice, cloth, and other articles required for your own use, you will on enquiry receive similar exemptions, but should these exemptions derange the system established for the country, they will not be granted.

ARTICLE 17.

The lands now granted to you for a personal Tynat, and for the purpose of accommodating your disputes with your family, do not involve the service of any horse in addition to the stipulated number of 150.

The above seventeen Articles are agreed to this 17th of June 1819, Shabun 23rd 1220 Arabic, in camp at Moochoondee, in the pergunnah of Jutt.

No. V.

TERMS granted by the HONOURABLE EAST INDIA COMPANY to VENKUT RAO RAJAH GOREPURAY regarding the lands which he held of HIS HIGHNESS the PEISHWA for the payment of his contingent, which are now comprised within the territories of the British Government, and are graciously granted to him for furnishing a contingent to government in consideration of his family being of old standing, bearing date Sunnut Ushreen-wu-Myatein-wu-Ulf, corresponding with December A.D. 1819.

ARTICLE 1.

The five mehals of Moodhole, which were continued until the war for personal and contingent allowance, are now confirmed. It was usual to supply 150 horse, and those who were paid by the Peishwa's government were at the rate of Rupees 12 monthly. In lieu of the latter, a deduction of half (70) the contingent is made. But with a view to support the family, and in consideration that the contingent is required throughout the whole year, and the horses to be good and effective, the British Government is graciously pleased to relinquish three-fourths of the contingent, and to fix the contingent hereafter to be furnished at 20 horse.

ARTICLE 2.

The horses shall be good, valuing between Rupees 300 and 400, and the men efficient. They must serve wherever required. Should their numbers be deficient, the amount of such deficiency shall be repaid to government, at the rate of Rupees 300 for each, from the date of being present at muster.

ARTICLE 3.

In the event of either men or horses being killed or wounded in action you will receive no compensation from government. All expenses are to be provided for out of the allowance granted. This is to be observed according to former practice; but if any great man should be wounded or killed in action, a reward will be given to him by the government if wounded, or a pension to his family if he be killed in action.

ARTICLE 4.

In addition to your contingent you will maintain at your own expense such establishments for the preservation of order within your limits as may be necessary; and in the event of disturbances in your neighbourhood, you will furnish assistance with such troops as may be in your lands.

ARTICLE 5.

As long as you continue to serve the British Government with fidelity and attachment, your jaghire shall remain undisturbed in your possession and that of the Sirdars of your family, and a Sunnud shall be procured to the same effect

from His Excellency the Most Noble the Governor-General hereafter; when new Sunnuds are required for the descendants of each respectively, it is to be represented to the government, which will graciously confer a new Sunnud and continue the jaghire without exacting any nuzzur.

ARTICLE 6.

Any villages, lands, or other possessions belonging to your surinjam or enam, situated within the lands of government, shall be continued without obstruction as they have heretofore been continued. You will continue all rights within your jaghire, whether belonging to the State or individuals, all doomala, surinjam, and enam villages, and lands, all wurshasuns (or annual pensions), dhurmadao (or religious establishments), rozeenah, (daily stipends), khyrats (alms to Mahomedans), nemnooks (or assignments on the revenue), etc., in conformity to the list contained in the grant of your surinjam; and if in any particular instance any interruption shall have been offered to a grant not annulled by government, such grant shall likewise be made good without hindrance to the proprietor. No complaints on this head are to be suffered to reach the government. If any should act improperly, or be without heirs, you shall report to the British, which has authority to punish and resume. If any zeminder should be guilty of rebellion or treason, or should resist your authority, or die without heirs, you are at liberty to resume his lands as a punishment, on satisfying yourself of his guilt, at the same time reporting the matter to government, and receiving its orders regarding it, which shall be executed accordingly.

ARTICLE 7.

You will attend to the prosperity of the ryots of your jaghire, to the strict administration of justice, and the effectual suppression of robberies, murders, tullee, arsons, and other crimes. Should that not be done, and the government gives orders regarding any complaint made in your jaghire, you will act accordingly in the settlement of the matter. Any decision of government regarding the administration of justice which may be made on investigation must be duly executed. If any obstruction should be offered, or should the country fall into great disorder, and robberies and other offences begin to be committed, the government will make such arrangement for the surinjamee lands as it may deem proper.

ARTICLE 8.

You shall on no account entertain troops for the purpose of engaging in a contest with any person whatever. In the event of any cause of dispute arising, you must not resort yourself to extreme measures, but must refer the question to government for consideration; it will then be impartially adjusted, and you must abide by the decision.

ARTICLE 9.

You shall hold no connexion or correspondence with Bajee Rao or other dowlutdar, or suwasthan, as proclaimed by government, and shall afford aid to

no disaffected person. This condition is hereby engaged for, and if infringed, the jaghire will not be continued.

ARTICLE 10.

If any offenders from your jaghire lands shall come into those of the government, you will represent the affair, and they shall on enquiry be delivered up to you; and should any offender against the government, or criminal belonging to its territories, seek refuge in your country, he shall be apprehended and delivered up, and if pursued by the government officers, you shall afford every assistance in delivering up such offender.

ARTICLE 11.

The British Government will maintain your rank and dignity as it was maintained under His Highness the Peishwa in former times. It will attend to any of your representations and will decide equitably upon them. You shall in no respect suffer injury.

The above 11 Articles are agreed to this 27th December, 5th Rubbee-ool-Awul: Poonah.

No. VI.

TRANSLATION of an AGREEMENT entered into by the HONOURABLE COMPANY with NARAIN RAO RAM RAMDROOGKUR,—1821.

Whereas your ancestors held the suwasthan of Nurgoond for many years under the government of the Sreemunt Punt Pradhan, and whereas a partition was made between you and the Nurgoondkur, when half the suwasthan, comprising the fort and talook of Ramdroog and 17 villages of the talook of Nurgoond, was awarded to you by the Peishwa's government, and whereas the Peishwa's territories have since come into the possession of the Honourable Company, that government has been pleased, in consideration of the suwasthan being an ancient one, and from personal regard, to continue your possessions to you; the following Treaty is now concluded :—

ARTICLE 1.

You formerly engaged, for the consideration of your fort and possession to serve the Peishwa with 113 horse in lieu of rent; but as you have represented to the government that you have not served the Peishwa for many years, the Sircar renounces its claim to the aforesaid quota of horse, and confirms you in your possessions out of favour, and you on your part engage to continue in friendship with the British Government.

ARTICLE 2.

In a former agreement * it was stipulated that you should pay the government annually the sum of Rupees 3,468¾ as your share of the jaghire of Konoor; this Article is confirmed, and you hereby engage to continue to pay the aforesaid sum yearly into the Company's treasury.

ARTICLE 3.

As long as you may continue in friendship with the government, the suwasthan and villages attached will be continued to you without interruption, and to your heirs from generation to generation, and a grant to this effect, confirmed by the Supreme Government, will be delivered to you, which will be renewed at every succession to your estate, and on your preferring an application, these Sunnuds will be renewed without the usual demand of nuzzur.

ARTICLE 4.

The government hereby engages to continue to you such possessions held by you in enam, &c., at the time of the war, as may be within the limits of the Honourable Company's special dominions, while it reserves the right of resuming such within your territory as may hereafter appear to belong to the Sircar. On your part you engage to continue to the holders of enams, dhurmadao, khyrat, nemnook, &c., within your territory, their several rights without interruption.

ARTICLE 5.

You further engage to protect the ryots of the country forming your suwasthan, to make legal and just enquiries, to protect the inhabitants against robbers, murderers, thullygars, &c., and to obey such orders as the government may deem it necessary to issue in the event of complaints being preferred against you. In failure thereof, or in the event of your country being, from your own neglect or carelessness, infested with robbers, &c., the Sircar will take measures for its better management.

ARTICLE 6.

You further engage not to assemble any party, or to attack or fight against any person without the orders of the government, and to report to the government all disputes that you may be involved in without resorting to arms, when a fair enquiry shall be made and orders issued, agreeably to which you engage to conform.

ARTICLE 7.

You further engage never to hold any connexion or correspondence with Bajee Rao Sahib or other dowlutdar, or suwasthan, and not to afford assistance to any disaffected person.

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* With the Peishwa, dated ** 1219 Fuslee.

ARTICLE 8.

You further engage to report to the Sircar all instances, in which any of your offenders shall take refuge in the Company's territories, when enquiries shall be instituted and the offenders transferred to your authority; also to seize and apprehend criminals from the Sircar's country, who may take refuge in your territory, and deliver them to the government, or to assist such detachment as the Sircar may deem it necessary to send in pursuit of them, and deliver up the criminals to the Sircar.

9th June 1821, Fuslee.

The Sanad of the Nargundkur was similar to this.

No. VII.

TRANSLATION of a LETTER from TRIMBACK RAO GUNPUT of SHEDBAI, to J. D. INVERARITY, ESQ., ACTING POLITICAL AGENT, SOUTHERN MAHRATTA COUNTRY, dated 9th Rubbee-ool-Akhir Sunnut Suman-wu-Arbaeen-wu, Myatein-wu-Ulf Shukkay 1769. Pluvung Nam Saowutsur, or Wednesday the 11th of Falgoon Shood, the 15th March 1848.

After compliments.—Further you have addressed to me a letter dated 4th January 1848, to the effect that on a former occasion a communication was sent to me enquiring what objection there existed to make a cash payment or cede land to government in lieu of my sowars serving under government; and that now, under instructions from government, this letter is written to me to say that on my adopting measures to make a cash payment for my 36 sowars, who at present serve under government, at the rate of Rupees 22-4-3 each a month, that is, Rupees 801-9 per mensem, or 9,618-12 per annum, or cede land in lieu of this payment, the remaining 34 sowars whom I am liable to furnish in conformity to my engagements will be dispensed with; but that in virtue of the tenure of the surinjam continued to me, I am to attend with my forces, etc., to afford assistance to government when it has occasion for the same. With reference to this, I beg to state that on an emergency, assistance shall be rendered to government by sending (men, etc.) out of my surinjam (or force). I am very glad that you have been kind enough to dispense with 34 sowars. I shall continue to pay to government, on account of the salary of the remaining 36 sowars, Rupees 9,618-12 per annum, at the rate of Rupees 801-9 per mensem.

For the rest, etc., etc.

TRANSLATION of a LETTER from RAMCHUNDER RAO GOPAL of JUMKHUNDY, to J. D. INVERARITY, ESQ., POLITICAL AGENT, SOUTHERN MAHRATTA COUNTRY, dated 29th Jemmadee-ool-Akhir Sunnut Tissa-wu-Arbaeen-wu-Myatein-wu-Ulf, dated 23rd May 1849.

After compliments.—Further two memoranda have been received from you to the address of my Vakeel, stating that the Bai Saheb had sent a letter to the effect that she did not wish to make a cash payment in lieu of the sowars from this estate who perform service under government, and that the sowars be allowed to serve as before; that therefore these written communications are sent to me with a request that I should at an early date inform you in writing which of the above courses I wish to follow. With reference to this, I beg to state that for a long period, and from the time of my ancestors Bargeer Silledars, etc., the dependants of my family, rendered services when occasion required; that out of these, 78 sowars perform service under government, and that they are to be provided for. I have addressed a letter, under date the 29th May 1848 to the effect that 72 sowars being dispensed with, I agree to pay, according to the orders of government, Rupees 20,840-10 on account of the annual salary of 78 sowars.

For the rest, etc., etc.

TRANSLATION of a LETTER from GUNGADHUR RAO GUNESH of MEERUJ, to J. D. INVERARITY, ESQ., POLITICAL AGENT, SOUTHERN MAHRATTA COUNTRY, dated 28th Shaban Tissa-wu-Arbaeen 1258 Fuslee, the 30th July 1848.

After compliments.—Further, your letter No. 5, dated 12th June 1848, has been received, stating, with reference to my communication, to the effect that the annual salary of my sowars who now serve (under government) calculating it according to its monthly rate, amounts to Rupees 12,557-13, and that this sum should be annually recovered from the amount of duties; that the subject of duties is under the consideration of government, and that on a decision being passed on it, the sum (due on account of duties) would be paid to me, but that the abovementioned amount (on account of sowars) is required to be paid in cash, and requesting me to state my wishes on the point. Adverting to this (letter), I beg to state that as it is written (above) that the amount on account of duties will be paid according to the decision (that may be passed), I have no further representation to make about the matter. On a former occasion I wrote to you everything, including particulars about sowars. It is now stated above that the sum (on their account) should be paid in cash. I shall accordingly continue to pay it in cash. I have no objection to make a cash payment. Let this be known to you.

For the rest, etc., etc.

TRANSLATION of a LETTER from LUXOOMUN RAO MADHO of MEERUJ, to J. D. INVERARITY, ESQ., POLITICAL AGENT, SOUTHERN MAHRATTA COUNTRY, dated 17th Rubee-ool-Awul Sunnut Arbaeen-wu-Myatein-wu-Ulf, Tuesday, the 4th of Magh, Wudya Shukkay 1769, Pluvung Nam Saowutsur, corresponding with 22nd February 1848.

After compliments.—Further, you have addressed to me a letter dated 4th January 1848, to the effect that on a former occasion a communication was sent to me enquiring what objection there existed to make a cash payment or cede land to government in lieu of my sowars now performing service under government, and that now, in accordance with instructions from government, this letter is sent to me to say that on my adopting measures to make a cash payment for my 24 sowars now under government, at the rate of Rupees 22-4-3 each a month, that is, Rupees 534-6 per mensem, or Company's Rupees 6,412-8 per annum, or cede land in lieu thereof, the remaining 46 sowars, whom I am liable to furnish for service in conformity to my engagements, will be dispensed with. I have learned this—you have dispensed with 46 sowars, and it has been settled that Rupees 6,412-8 on account of the salary of 24 sowars per annum should be paid to the Company's government. I will continue to pay this sum in cash.

For the rest, etc., etc.

TRANSLATION of a LETTER from VENKUT RAO RAJAH GHOREPURAY of SUMSTHAN MOODHOLE to J. D. INVERARITY, ESQ., ACTING POLITICAL AGENT, SOUTHERN MAHRATTA COUNTRY, dated 25th Ramzan 1258 Fuslee, or 25th August 1848.

After compliments.—Further in a letter received from you, it was stated that on my making a cash payment of the salary of my 10 sowars who perform service (under government), the remaining 10 sowars would be dispensed with. I thereupon wrote, under date the 17th January 1848, to say that service would be rendered, as from former times it was the intention of the members of my family to perform service; but I learn from my Vakeel's writing that all the jaghiredars have now consented to make cash payments in lieu of service. It would not be proper for me to withhold my consent to the measure after all have agreed to it. I therefore do not object to make a cash payment of Rupees 2,671-14, being the amount of the annual salary of the 10 sowars, if (the other) 10 sowars are dispensed with. The payment will be made at any place you may name. The 10 sowars who now perform service are old dependants of my family. If they are employed on behalf of government, it would not be necessary for me to make provision for their support; if they are not employed on behalf of government, I shall have to make provision for them, as they are old dependants of my family. It therefore rests with you kindly to employ these sowars.

For the rest, etc., etc.

TRANSLATION of a LETTER from RUGHOONATH RAO KESHEW of KOOROONDWAR to J. D. INVERARITY, ESQ., ACTING POLITICAL AGENT, SOUTHERN MAHRATTA COUNTRY, dated 14th Rubee-ool-Akhir Sunnut Suman-wu-Arbaeen-wu-Myatein-wu-Ulf 1257 Fuslee, corresponding with 21st March 1848, Shukkay 1769, Pluvung Nam Saowutsur the 2nd of Falgoon Shoodh.

After compliments.—Further, I have received your circular letter No. 1, dated 4th January 1848, to the effect that on a former occasion a communication was sent to me, enquiring what objection there existed to make a cash payment or cede land in lieu of my sowars who render service to government and that now, under instructions from government, this (letter) is written to me to say that on measures being adopted to make a cash payment for my 36 sowars who now perform service under government at the rate of Rupees 22-4-3 each a month, that is Rupees 801-9 a month, or Rupees 9,618-12 per annum, or to cede land in lieu of this payment, the remaining 34 sowars, whom I am liable to furnish for service in conformity to my engagements, will be dispensed with. With reference to this, I beg to state that in paragraph 1 of the Memorandum about the settlement of my surinjams, etc., given at Poona by the Honourable Elphinstone with his signature and seal thereon, in the year 1819, corresponding with sun Ushreen Myatein-wu-Ulf, it is stated that considering that Sirdars will not be able to get on if they were required to perform service with troops, according to the practice prevailing in the Sivuraj (or the Peishwa's rule), and the former Tynat Zabita, and that therefore a settlement is made out of (regard for) them; that for the districts continued on account of surinjams sowars equivalent (or whose salaries may be equal) to one-fourth, the proceeds thereof should be furnished, or in lieu thereof the amount equal to their salaries should be paid in cash to government, or territory transferred on their account. That accordingly the above-mentioned personage settled that 70 sowars should be furnished for service on account of one-fourth (of the surinjam held), and stated that the settlement had been sanctioned by government. Accordingly it was settled that 70 sowars, equivalent to one-fourth of my surinjam, should be furnished to the Company's government for service, and my family has since been furnishing sowars for service according to the orders received from the Sahib, and it is my intention to furnish sowars for service hereafter also. But you now write that on measures being adopted to make a cash payment for 36 sowars, who at present perform service under government at the above-mentioned rate, or cede land in lieu thereof to government, the remaining 34 sowars, whom I am liable to furnish, will be dispensed with. Bearing in mind the fact that the mehals and villages of this surinjam are losing concerns (that is, yield less revenue than estimated); that the revenue is not received in proportion to the extent of lands cultivated; that this estate is encumbered with a heavy expense; and that therefore it would be difficult for me to get on if I was made to furnish 70 sowars for service according to the engagement entered into, you wrote to His Excellency the Governor in Council, obtained orders for dispensing with the remaining sowars, and addressed a letter to me on the subject. I am very glad that government has conferred this favour upon me. Agreeably to the opinion

expressed by you in writing I am willing to pay from year to year by the end of Mrig Sal, Company's Rupees 9,618-12 in cash into the Company's government on account of the salary of 36 sowars.

You write that in virtue of the tenure of the surinjam continued to me I am bound to attend with my forces, etc., to afford assistance to government whenever it has occasion for the same. With reference to this I beg to state that this provision does not appear to exist in the aforesaid Memorandum entered into with the Company's government regarding my estate. Government is, however, well aware that I have never failed, on receiving an intimation, to send in time my troops, etc., to afford assistance to government.

In this manner the particulars are given in two paragraphs, and you will learn the same.

For the rest, etc., etc.

No. VIII.

ADOPTION SUNNUD granted to the PUTWURDHUNS*,—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued; in fulfilment of this desire this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognize and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindu Law and the customs of your race.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

CANNING.

Dated 11th March 1862.

Similar Sanads were granted to the Chiefs of Ramdurg and Mudhol.

No. IX.

CESSION of full CIVIL and CRIMINAL JURISDICTION by the CHIEFS of KURUNDWAD (JUNIOR) to the BRITISH GOVERNMENT over the lands in the State occupied by the GREAT INDIAN PENINSULA RAILWAY,—1874.

Translation of a letter dated 25th July 1874 addressed by Ganpatrao Harihar and Vinayakrao Keshav, younger Chiefs of Kurundwad to Captain Waller, Acting Assistant Political Agent, Kolhapur and Southern Mahratta Country.

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* The Chiefs of Sangli, Miraj (Senior and Junior), Jamkhandi and Kurundwad (Senior).

After compliments.—In your letter No. 393, dated 20th July 1874, you suggested to us that, the British Government being desirous that we should cede to them our right of exercising civil and criminal jurisdiction in the territory made over by us for the purpose of the Great Indian Peninsula Railway, within the limits of our villages of Baroti, Rupewadi and Dhudhni, in the Maindargi district, to be exercised by the British Government in such manner as they saw fit, we should give our consent to the arrangement. In reply we beg to inform you that we hereby agree to cede to the British Government our right of exercising civil and criminal jurisdiction in the territory which has been assigned for the purposes of the above mentioned Railway—to be exercised by the British Government in such manner as they see fit—for such time as the land is required for the purposes alluded to, and on the condition that the jurisdiction be restored to us, or our heirs, when the land is no longer needed for the Railway.

(Concluded as usual.)

25th July 1874.

GANPATRAO HARIHAR KURUNDWADKAR.
VINAYAKRAO KESHAV KURUNDWADKAR.

No. X.

AGREEMENT entered into by the SANGLI STATE with the BRITISH GOVERNMENT,—1881.

Whereas the British Government have deemed it derisable to conclude arrangements for the complete prohibition of the cultivation of the poppy and manufacture of opium in my State, I have already given my consent gladly to co-operate cordially and loyally with them in carrying out these arrangements; and I now hereby promise and agree to prohibit the cultivation of the poppy and manufacture of opium in my State.

2. I will use every effort to put a stop to the illicit importation of opium from the Nizam's dominions and all other opium which has not paid the British pass-fee.

3. I also hereby agree to introduce in my State the provisions of the Opium Act (No. I of 1878) and the rules framed under it, as far as possible.

4. I further promise and agree that all opium required for consumption within the limits of my State shall be obtained from a British opium depôt under such conditions and precautions as Government may deem necessary.

5. I further promise to arrange that only licensed vendors will be allowed to sell opium in retail in my State at a price not less than that at which it is retailed in the adjacent British districts, such vendors being required to keep accounts of all purchases and sales. I shall of course be at liberty still, as heretofore, to

make such terms as might appear to me most advisable with farmers for the privilege of selling opium by retail, subject to the above conditions.

6. I agree that I will submit, for the information of Government, through the Political Agent, half-yearly returns showing particulars of the purchases and sales of opium in my State.

7. In return for the making of this agreement and as a condition of its terms being kept to, the British Government agree to remit to me one-fifth of the pass-fee ruling at the time of purchase on all opium purchased by me from a Government depôt and sold in my State.

Given under my hand and seal this first day of February one thousand eight hundred and eighty-one.

(Signature of Chief) "RUJU"

W. F. F. WALLER, *Major*,

Joint Administrator of Sangli.

Similar Agreements were executed in 1880 by the Chiefs of Miraj (Senior and Junior), Jamkhandi, Kurundwad (Senior and Junior), Ramdurg and Mudhol.

No. XI.

ARTICLES OF AGREEMENT for the promotion of FREE TRADE in the STATE of SANGLI and certain other States in the SOUTHERN MAHRATTA COUNTRY,—1886.

Preamble.—Whereas the Joint Administrators of Sangli agreed on the eighth of February one thousand eight hundred and eighty-six to abolish the duties on import and export, known respectively as Sthalmod and Sthalbharit, throughout the Sangli State, on condition that the States of Miraj Senior and Junior agreed to surrender any claims or shares which they might possess or assert in regard to the receipts of the said taxes; and whereas it is desired to give permanency to this engagement, and at the same time to remove further restrictions on Free Trade in the Sangli State the following articles in this view are agreed upon between the Joint Administrators of Sangli, Meherban Dhundirao Chintaman, Chief of Sangli, and Lieutenant-Colonel William Arthur Salmon, Joint Administrator of Sangli, on behalf of the Chief of Sangli, his heirs and successors on the one part, and William Lee-Warner, Esquire, Political Agent of Kolhapur and Southern Maratha Country, for the time being, on behalf of the British Government, on the other.

ARTICLE 1.

The Sangli State engages to abolish from henceforth all taxes or imposts on the import, export, measurement, or private sale of any commodities other than

snuff, sulphur and poisonous drugs: Provided that nothing contained in this article shall be construed to prevent the levy of any tolls on bridges, roads, ferries, canals, or causeways for the repair or maintenance of the same, or of any octroi levied upon articles consumed within municipal limits, or of any taxes constituting the Abkari revenue.

ARTICLE 2.

With a view to encourage local industries, the State of Sangli engages to abolish all special taxes on trades or industries levied under the name of Mohtarpha or any other designation.

ARTICLE 3.

The British Government engages to obtain from the States of Miraj Senior and Miraj Junior a relinquishment of their claims upon, or shares in, any duties or imposts which are abolished in the State of Sangli under the operation of Articles 1 and 2 of this agreement.

ARTICLE 4.

The British Government engages to obtain from the States of Miraj Senior and Miraj Junior an agreement to abolish within their respective territories any duties or taxes therein levied which may correspond to those which the State of Sangli has engaged to abolish, and the State of Sangli thereon agrees to abandon whatever claims or shares it may now assert or possess in the said duties or taxes accordingly abolished in the States of Miraj Senior and Miraj Junior.

Executed at Sangli this nineteenth day of November one thousand eight hundred and eighty-six.

WILLIAM LEE-WARNER,
Political Agent, Southern Maratha Country and Kolhapur.

WILLIAM ARTHUR SALMON,
Lieut.-Colonel,
Joint Administrator, Sangli.

Approved and confirmed by His Excellency the Viceroy and Governor-General in Council.

W. J. CUNINGHAM,
Officiating Secretary to the Government of India,
Foreign Department.

FORT WILLIAM;
The 28th February 1887.

Similar Agreements were executed by the Chief of Miraj Senior and the Representatives of Miraj Junior, on the 8th November 1886.

No. XII.

ARTICLES OF AGREEMENT for the promotion of FREE TRADE in the STATE of RAMDURG and certain other States in the SOUTHERN MARATHA COUNTRY,—1886.

Preamble.—Whereas the State of Ramdurg agreed on the thirteenth of April one thousand eight hundred and eighty-six to abolish the duties on import and export known respectively as Sthalmod and Sthalbharit, and whereas it is desired to give permanency to this engagement, and to remove further restrictions on free trade in the Ramdurg State by the abolition of other taxes upon trade and industry, the following articles in this view are agreed upon between the Joint Karbharis of the State of Ramdurg on behalf of Venkatrao Yogirao, Chief of Ramdurg, his heirs and successors, on the one part, and William Lee-Warner, Esquire, Political Agent of Kolhapur and the Southern Maratha Country, for the time being, on behalf of the British Government, on the other.

ARTICLE 1.

The State of Ramdurg engages to abolish from henceforth all taxes or imposts on the import, export, measurement or private sale of any commodities other than snuff, sulphur and poisonous drugs: Provided that nothing contained in this article shall be construed to prevent the levy of any tolls on bridges, roads, ferries, canals or causeways for the repair or maintenance of the same, or of any octroi levied upon articles consumed within municipal limits, or of any taxes constituting the Abkari revenue.

ARTICLE 2.

With a view to encourage local industries, the State of Ramdurg engages to abolish all special taxes on trades or industries levied under the name of Mohtarpha or any other designation.

ARTICLE 3.

The British Government engages to obtain from the State of Kolhapur an agreement to abolish within the territories of His Highness the Raja of Kolhapur any duties or taxes therein levied, which may correspond to those which the State of Ramdurg has engaged to abolish.

Executed at Ramdurg this the tenth day of November one thousand eight hundred and eighty-six.

WILLIAM LEE-WARNER,
Political Agent, Southern Maratha Country and Kolharpur.

Signed in Vernacular
State Karbhari.

WAMAN KRISHNA DATE,
Darbar Karbhari.
Joint Administrators, Ramdurg State.

Approved and confirmed by His Excellency the Viceroy and Governor-General in Council.

FORT WILLIAM,
The 28th February 1887.

W. J. CUNINGHAM,
Offg. Secretary to the Govt. of India, Foreign Department.

Similar Agreements were executed by the Chief of Mudhol on the 2nd May 1887, the Chief of Kurundwad (Junior) on the 10th June 1887, the Chief of Jamkhandi on the 19th June 1887, the Chief of Kurundwad (Senior) and the Jagirdar of Wadi on the 6th July 1887.

No. XIII.

DEED executed by the CHIEF of MIRAJ (SENIOR) ceding JURISDICTION to the BRITISH GOVERNMENT on that portion of the BARSI LIGHT RAILWAY which lies within his STATE,—1905.

I, Gangadharrao Ganesh Patwardhan, Chief of Miraj (Senior), hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State, which are, or may hereafter be, occupied by the Barsi Light Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

MIRAJ,
9th June 1905.

G. G. PATWARDHAN,
Chief of Miraj (Senior).

No. XIV.

DEED executed by the SANGLI STATE ceding full and exclusive POWER and JURISDICTION to the BRITISH GOVERNMENT over the lands in the State occupied by the SANGLI STATE RAILWAY,—1906.

I, Lieut. R. C. Burke, Administrator of Sangli State, on behalf of the minor Chief of Sangli, do hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the town of Sangli in the said State, which are, or may hereafter be, occupied by the Sangli State Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

SANGLI,
13th July 1906.

R. C. BURKE, LIEUT.,
Administrator, Sangli State.

A similar deed was executed on the 10th February 1906 by the Chief of Miraj (Senior) in respect of the lands in his State.

No. XV.

MEMORANDUM OF AGREEMENT between the SANGLI STATE (hereinafter called the State) now represented by the Administrator and the SOUTHERN MAHRATTA RAILWAY COMPANY (hereinafter called the Company) for working the SANGLI STATE RAILWAY (hereinafter called the State Railway), concluded under the sanction conveyed in Resolution No. 2524, dated the 17th July 1907, of the Government of Bombay,—1907.

CLAUSE 1.

Under the conditions hereinafter recited, the Company agree to work, on behalf of the State, the State Railway and such extensions thereof as the State and the Company may agree to include in these arrangements, with effect as from the 1st day of April 1907.

CLAUSE 2.

The State Railway, including the Stations, Station Buildings, Sidings, Furniture, Weighing Machines, Dwellings for the staff, Level Crossings, Signals, Signal Lamps, Engine and Repairing Sheds, Watering arrangements and all other necessary Station Machinery and appliances for working the State Railway shall be completed by the Company under the terms of the Construction Agreement, a copy of which is printed below, and any additions thereto as may from time to time be found necessary shall be carried out by the Company at the cost of the State. But any new work under construction shall at all times be open to the inspection of the State Executive Engineer or the Head of the State Public Works for the time being.

CLAUSE 3.

The Consulting Engineer for Railways, Bombay, shall, for the purposes of this agreement, exercise the same general powers and duties with regard to the State Railway as are entrusted to him in respect to the Railways under the control of the Bombay Government.

CLAUSE 4.

All communications between the State and the Company under this agreement shall pass through the Political Agent, Kolhapur and Southern Mahratta Country, and the Consulting Engineer for Railways to the Government of Bombay.

CLAUSE 5.

The sanction of the Sangli Durbar shall be obtained before incurring any expenditure on New Minor Work chargeable to Revenue, as defined in clause 39 of the

Southern Mahratta Railway Contract with the Secretary of State; and no new work chargeable to Capital shall be commenced until the approval of the Sangli Durbar has been obtained and the necessary funds have been provided for its construction.

CLAUSE 6.

The whole of the Engines, Carriages, Wagons, Sheets and other appliances for the equipment and working of trains shall be provided by the Company.

CLAUSE 7.

The Company shall have entire control of the Train and Traffic arrangements of the State Railway.

CLAUSE 8.

The Company shall provide the whole of the staff required for the working and maintenance of the State Railway, together with all Rolling Stock, materials, stores, etc., required for maintaining and working the State Railway.

CLAUSE 9.

The State shall arrange with the Government of India for the provision of the requisite telegraph lines, the rental of which shall be debited to the general working expenses. The State shall also provide the necessary equipment of the telegraph offices at stations, which shall be thereafter maintained by the Company as on other parts of its own lines.

CLAUSE 10.

The working expenses of the State Railway shall be arrived at in the following manner The expenses of working and maintaining the Southern Mahratta Railway (including for the purposes of this clause the worked lines) and the State Railway shall be defrayed in the first instance by the Company, and from the total sum there shall be deducted charges for New Minor Works and Government Supervision which shall be debited direct to each of the Railways concerned, and the balance will be divided between the two Railways in the ratio of the gross earnings of each.

CLAUSE 11.

The Company shall separately account and be responsible for the collection of all Revenue pertaining to the State Railway after it has been opened for traffic including rents chargeable under the Company's rules to any of their servants occupying dwelling houses belonging to the State Railway.

CLAUSE 12.*

From the gross earnings of the State Railway there shall be deducted charges for the New Minor Works and the working expenses ascertained as explained in clause 10, and the balance shall represent the net earnings of the State Railway. Subject to final settlement when the accounts of each half-year are finally made up, 80 per cent. of the net earnings of each month shall be paid by the Company to the State in such manner as may be arranged as soon as the accounts of each month are completed, the balance being retained pending the half-yearly settlement.

CLAUSE 13.

The coaching fares and rates for goods, parcels, and miscellaneous traffic to be charged over the State Railway shall be those for the time being in force on the Southern Mahratta Railway. The same terminals shall be charged on the State Railway as on the Southern Mahratta Railway.

CLAUSE 14.

The Company shall carry over the State Railway all mails (as defined by the Post Office Act or Acts for the time being in force in India) which the Imperial Post Office may require to be carried, and also postal officers on duty at the rates and on the same general conditions as may be from time to time in force on State Railways in British India.

CLAUSE 15.

The Company shall maintain for the purposes of the State Railway such a Police force as may be considered necessary under the orders of the Superintendent of the Southern Mahratta Railway Police, and the State shall make arrangements to afford the Railway Police every assistance in conducting their enquiries and also with reference to the arrest of offenders.

CLAUSE 16.

The arrangements herein laid down shall be in force for 3 years from the 1st day of April 1907, and thereafter any or all of the provisions herein contained may be terminated at the end of any calendar half-year upon 6 months' notice in writing from either party to this Agreement.

CLAUSE 17.

Any question or dispute that may arise in carrying out these arrangements shall be settled by arbitration in a manner to be arranged for by the Bombay Government, the Sangli State and the Company.

* As amended by Railway Department (Railway Board) letter No. 4944-F., dated 19th December 1923.

Signed, sealed and delivered by

R. C. BURKE, *Captain*, *Administrator, Sangli State.*

J. BURN MURDOCH, *Lieut.-Col., R.E.*, *Agent, S. M. Railway Company.*

7th June 1907.

In the presence of

C. LAGU, *Head Clerk to the Administrator, Sangli State.*

In the presence of

M. KESAVARAO, *Acting Personal Assistant to the Agent, S. M. Railway.*

7th June 1907.

J. S. BROWN, *Consulting Engineer for Railways, Bombay.*

No. XVI.

SANAD granted to Lieutenant MEHERBAN SIR MALOJIRAO VYANKATRAV RAJE GHORPADE *alias* NANASAHEB, K.C.I.E., CHIEF of MUDHOL,—1922.

I hereby confer upon you the title of Raja as a hereditary distinction.

SIMLA,
The 3rd June 1922.

READING,
Viceroy and Governor-General of India.

No. XVII.

DEED executed by the CHIEF of MIRAJ (JUNIOR) ceding full and exclusive POWER and JURISDICTION to the BRITISH GOVERNMENT over the lands in the State occupied by the MIRAJ-PANDHARPUR EXTENSION of the BARSI LIGHT RAILWAY,—1925.

I, Madhavrao Harihar Patwardhan, the Chief of Miraj (Junior) State, cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the Miraj (Junior) State which are, or may hereafter be, occupied by the Miraj Pandharpur Extension line of the Barsi Light Railway Company, situate in the village of Kognoli of this State (including all lands occupied for stations, for out-buildings and other railway purposes) and over all persons and things whatsoever within the said lands for so long as the land shall be required for the purpose of the said Railway.

BUDHGAON,
10th August 1925.

M. B. PATWARDHAN,
Chief of Miraj (Junior).

No. XVIII.

DEED executed by the CHIEF of MIRAJ (SENIOR) ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the State occupied by the MIRAJ-PANDHARPUR EXTENSION of the BARSI LIGHT RAILWAY,—1926.

I, Sir Gangadharrao Ganesh *alias* Balasaheb Patwardhan, K.C.I.E., Chief of Miraj State, cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the Miraj State which are, or may hereafter be, occupied by the Miraj Pandharpur Extension line of the Barsi Light Railway Company, situate in the villages of (1) Miraj, (2) Takil, (3) Bolwad, (4) Dhalewadi, (5) Dhalgaon, (6) Chorochi, and (7) Dudhebhavi of this State (including all lands occupied for stations, for out-buildings and other railway purposes) and over all persons and things whatsoever within the said lands for so long as the land shall be required for the purpose of the said Railway.

The declaration regarding the same subject made on the 11th September 1910 and amended on the 24th December 1910 is hereby cancelled.

MIRAJ,
26th January 1926.

G. G. PATWARDHAN,
Chief of Miraj (Senior).

No. XIX.

DEED executed by the CHIEF of SANGLI ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the State occupied by the MIRAJ-PANDHARPUR EXTENSION of the BARSI LIGHT RAILWAY,—1926.

I, the Chief of Sangli State, cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the State which are, or may hereafter be, occupied by the Miraj Pandharpur Extension line of the Barsi Light Railway Company, situate in the villages of (1) Langarpeth, (2) Irali, (3) Naugola, (4) Alkud, (5) Ranjani, (6) Dhulgaon, (7) Salgare and (8) Mallewadi, all villages of the Sangli State (including all lands occupied for stations, for out-buildings and other railway purposes) and over all persons and things whatsoever within the said lands.

SANGLI,
16th February 1926.

C. A. PATWARDHAN,
Chief of Sangli State.

No. XX.

ARTICLES of AGREEMENT for leasing the ABKARI REVENUE of the MUDHOL STATE to the BRITISH GOVERNMENT for a term of ten years from the 1st August, one thousand nine hundred and twenty-four to the 31st July, one thousand nine hundred and thirty-four,—1926.

Preamble.—Whereas it is considered desirable to place the administration of the abkari revenue of the Mudhol State on the same footing as the administra-

tion of the abkari revenue of the British district of Belgaum adjoining the Mudhol State which has been improved in accordance with provisions of the Bombay Abkari Act of 1878 and especially with a view to prevent injury to the abkari revenue of either the Belgaum District or the Mudhol State by illicit manufacture of liquor and toddy or by the smuggling of liquor and toddy from one territory into the other the following articles have been agreed on between the Raja of Mudhol on the one part on behalf of himself, his heirs and successors and the Resident at Kolhapur and Political Agent, Southern Maratha Country States for the time being on behalf of the British Government on the other :—

ARTICLE I.

The Raja of Mudhol engages that the management of the abkari revenue of the Mudhol State shall be carried on in accordance with the Bombay Abkari Act of 1878 or any other enactment which may hereafter be introduced in its stead into the Bombay Presidency.

ARTICLE II.

In order that the abkari administration of the Mudhol State may be carried on in accordance with the provisions of the Bombay Abkari Act the Raja of Mudhol engages hereby to assign to the Government of Bombay the management of the abkari revenue of his State for a term of ten years from the 1st August 1924, to the 31st July 1934, and to accept in consideration thereof from that Government a provisional amount of yearly compensation of Rs. 26,000 payable in two instalments of Rs. 13,000 each on the tenth of February and tenth of August of each year (the amount being calculated on the basis of the average revenue for the three years preceding the renewal of this lease). The provisional compensation paid will be subject to adjustment by a lump sum payment in accordance with the actual revenue realised at the end of the third, sixth and tenth years on the understanding (1) that there will be no such adjustment if the actual revenues realised fall short of the aggregate provisional compensation up to date and (2) that the aggregate compensation paid for the ten years of the lease shall not be less than ten times the provisional annual compensation fixed at the beginning of the lease.

ARTICLE III.

The management of the abkari revenue of the Mudhol State during the term of the lease shall be carried on by officers appointed by Government subject to the following rules :—

(A) The rate of duty on liquor and of tree-tax in the case of toddy in the Mudhol State shall not be higher than that prescribed for the adjacent British district.

(B) The facilities for the supply of liquor and toddy for the use of the subjects of the Mudhol State shall be similar to those in the adjoining British district.

ARTICLE IV.

During the term of the lease, the officers appointed by Government will consult the Raja of Mudhol regarding details of Abkari Administration such as the number and position of liquor shops and will consider the wishes of the Raja on suchpoints, *[if compliance with such wishes is not likely to cause injury to the abkari revenue of the (adjoining British) district.]

ARTICLE V.

It is understood that the lease conveys to the Government of Bombay no right of ownership in palm and other toddy producing trees or in the land in which they stand.

ARTICLE V-a.

The revenue derived from foreign liquor shops shall be remitted annually to the Mudhol State and shall not be included in the amount of compensation referred to in Article II above.

ARTICLE VI.

On his part the Raja of Mudhol engages cordially to co-operate in carrying out the provisions of the Abkari law and rules and to do his best by himself, his heirs and successors and by his subordinate officers to prevent all illicit possession, manufacture, sale and transport of liquor and toddy or of the materials or implements used for their manufacture in accordance with the provisions of the Act and of any rules which may be made under it.

ARTICLE VII.

Offences against the Abkari Act committed in the Mudhol State shall be dealt with by the Criminal Courts of the State according to their powers.

ARTICLE VIII.

During the period of the lease an account of the abkari revenue of the Mudhol State shall be kept separately from that relating to the adjoining British district and the same shall be annually furnished for the information of the Raja of Mudhol.

ARTICLE IX.

At the conclusion of the present term of the lease it shall be renewable at the option of the British Government for such further period as may be fixed by Government upon the same conditions as therein stipulated. On the expiry of the renewed term of the lease or in the event of the British Government declining to exercise the option of renewal, then on the expiry of the renewed term of ten years the management of the abkari revenue will revert to the Mudhol State.

*Omitted from the Ramdurg agreement.

ARTICLE X.

The Raja of Mudhol engages on behalf of himself, his heirs and successors that in case the management of the abkari revenue of the State is restored to him as aforesaid, the same shall be carried on in accordance with the following rules :—

The management shall conform to the law and rules relating to abkari which may be in force in the adjoining British district.

The rate of duty on liquor and of tree-tax in the case of toddy shall be the same as that levied in the adjacent British district.

The management of the said revenue shall be so carried on as not to affect in any way the abkari revenue of the adjoining British district, and the advice of the Resident at Kolhapur and Political Agent, Southern Maratha Country States shall be taken, when necessary, in this behalf.

But this clause shall not bind the said Raja to make any arrangement whereby injury may arise to the lawful rights and revenue of the State and it is presumed that the management of the abkari revenue of the district shall be so conducted as to cause no injury whatever to the abkari revenue of the State.

ARTICLE XI.

Throughout this agreement the word " liquor " shall be taken to include both country liquor and foreign liquor.

Executed at Mudhol this 30th day of October 1926.

M. GHORPADE,

Raja of Mudhol.

Executed at Kolhapur this 25th day of November 1926.

E. O'BRIEN, *Lt.-Col., Resident at Kolhapur and Political Agent, S. M. C. States.*

NOTE 1.—Similar agreements were executed in 1926-27 by the Chiefs of Miraj (Senior), Miraj (Junior), Jamkhandi, Kurundwad (Junior) and the Jagirdar of the Estate of Wadi : and in 1928 by the Chief of Ramdurg.

NOTE 2.—Similar agreements, with the omission of Article V-a, were executed in 1926-27 with the Chiefs of Akalkot, Aundh, Phaltan, Jawhar and Jath.

NOTE 3.—A similar agreement, with the addition of the following Article XII, was executed in 1926-27 by the Chief of Kurundwad (Senior):—

Article XII.—The preceding articles in this agreement are to be held as applicable to the village of Kurundvad and its hamlet Kurundvad Wadi from the 1st August 1926, from which date the Chief of Kurundvad Senior engages hereby to accept from the Government in respect of the Kurundvad shop an additional provisional amount of yearly compensation of Rs. 6,900 payable in two instalments of Rs. 3,450 each on the 10th of February and 10th of August of each year, this additional provisional compensation being subject to adjustment by a lump sum payment in accordance with the actual revenues realised at the end of the first, fourth and eighth years of the lease of that shop, in order to synchronize the date of such adjustments throughout this agreement.

XIV.—SUKKUR AGENCY.

SIND.

The Rajput dynasty which ruled in Sind is said to have been conquered about A.D. 711 by Muhammadans from Arabia. About 1025 the country was annexed to the Ghaznivide empire by Mahmud; and, after various changes of rulers, it was incorporated into the Delhi empire by Akbar in 1591, from which it was again dissevered in 1740 by Nadir Shah, who exacted from it a tribute of above twenty lakhs of rupees. After the assassination of Nadir Shah, Sind became subject to the Durani rulers of Kandahar.

Before the invasion of Nadir Shah, the Kalhoras, a religious sect, had risen to power in Sind, and the Chief of the tribe, Nur Muhammad, had been recognised as governor of the province. It was during the rule of his brother, Ghulam Shah, that the connection of the British Government with Sind commenced by the establishment of factories at Tatta and Shah-bandar in 1758. In that year Ghulam Shah granted an Order (No. I) for the establishment of the factories and for certain immunities to trade. This order was renewed (No. II) in 1761. During the rule of Sarfaraz Khan, the eldest son of Ghulam Shah, however, the trade was so much interfered with that the British Government found it necessary to withdraw their factories in 1775.

The violence and tyranny of Sarfaraz Khan and his successors, who put to death three of the Chiefs of the Talpur tribe, led to the overthrow of the Kalhora dynasty. The Talpurs are a Baluch tribe, whose chiefs had long held the first place in the service of the rulers of Sind. To avenge the death of their Chiefs the Talpurs rose and, headed by Fateh Ali Khan, Talpur, expelled the Kalhora ruler Abdul Nabi. This revolution took place in the year 1786. The measures which Fateh Ali took to establish his authority alarmed his relatives Sohrab Khan and Thora Khan. They fled, seized on Khairpur and Shah-bandar, and renounced the authority of their kinsman. Fateh Ali was never again able to extend his authority over the whole province, which remained divided into three separate principalities, *viz.*, Hyderabad or lower Sind under Fateh Ali, Khairpur or upper Sind under Sohrab, and Mirpur under Thora. In Hyderabad, Fateh Ali divided his power with his three brothers Ghulam Ali, Karam Ali and Murad Ali; and from their real or apparent unanimity the brothers received the appellation of the Char Yar, or four friends.

In 1799 the commercial intercourse between the British Government and Sind was revived, and Fateh Ali Khan issued an Order (No. III) granting certain privileges in favour of English trade. But the advantages of this trade proved to be overrated; the promises of the Amirs were insincere; the representative of the British Government was rudely

compelled to withdraw; and the influence of the British Government in Sind was at an end. This arrogant and insulting behaviour of the Amirs was attributed to remonstrances from Zaman Shah, the Ruler of Kandahar, and to rumours of the growing power of the British Government consequent on the fall of Tipu Sultan.

Fateh Ali died in 1801, leaving half his territory to his brother, Ghulam Ali, and the remainder in equal shares to the other two brothers, with corresponding obligations for paying the expenses of the State and the annual tribute of thirteen lakhs to Kabul. In this arrangement Sobhdar, the son of Fateh Ali, received no share of power. Ghulam Ali died in 1811, and his son Muhammad was also excluded from power, which was divided between the two surviving brothers, Karam Ali and Murad Ali. The former died childless in 1828, leaving Murad Ali sole ruler of lower Sind. He died in 1835, leaving two sons, Nur Muhammad and Nasir. From this time till 1840 the government at Hyderabad was divided among the four sons of the Char Yar—Nur Muhammad Khan, the chief Mir, his brother Nasir Khan, and their two cousins, Sobhdar Khan, son of Fateh Ali, and Muhammad Khan, son of Ghulam Ali. In 1840 Nur Muhammad died, leaving two sons, Shahdad Khan and Husain Ali Khan, under the guardianship of their uncle, Nasir Khan. Thus the heads of the Hyderabad family, at the time of the annexation of Sind in 1843, were Mir Nasir, Mir Sobhdar, Mir Muhammad, Mir Shahdad and Mir Husain Ali, between whom Nur Muhammad had divided his possessions by will.

In upper Sind and Mirpur the Government remained undivided in the hands of single Chiefs. Sohrab bequeathed his territory to his son Rustam in 1830. Thora had been succeeded in 1829 in Mirpur by his son Sher Muhammad. These two Chiefs remained in power till the annexation.

The connection of the British Government was naturally more intimate with the Hyderabad family, who governed the lower valley of the Indus, than with the more remote branches of Khairpur and Mirpur. After his accession Ghulam Ali deputed an agent to Bombay in 1803, to apologise for the expulsion of the British Agency by his late brother. Friendly relations, however, were not at once established, in consequence of the evasion of the demand of the British Government for compensation. But in 1808, when the British Government were concerting measures against the threatened invasion of the French and the Persians by way of Afghanistan, it was deemed expedient to waive the demand. Captain Seton was sent as envoy to Sind on the part of the Bombay Government, and concluded an offensive and defensive Treaty* with

* TRANSLATION of a DEED of AGREEMENT sealed and delivered by MIR GHULAM ALI, Hakim of Sind, to CAPTAIN DAVID SETON at Hyderabad, the 18th July 1808.

This Agreement has been drawn up in consequence of Captain David Seton, on the part of the Honourable Jonathan Duncan, Esq., Governor of Bombay, having

Ghulam Shah. The Supreme Government, however, refused to ratify it, as it committed them to too close a connection with Sind: and they sent an envoy of their own, Mr. N. H. Smith, to make new negotiations. A Treaty (No. IV) was concluded in 1809 with the three surviving brothers of the Hyderabad family. This Treaty provided for the exclusion of the French from Sind, and the interchange of agents between the British Government and Sind. In 1820 another Treaty (No. V) was concluded with the two surviving brothers, Karam Ali and Murad Ali, by which they agreed to exclude Europeans and Americans from their territories, and to prevent inroads into the British dominions. The subjects of the two governments were to be permitted to reside in each other's territories on condition of orderly and peaceable conduct.

On the 4th April 1832 the first Treaty (No. VI) was concluded with the Khairpur family. Its provisions were chiefly of a commercial nature, Mir Rustam agreeing to throw open the navigation of the Indus,* on the same condition as might be settled with the Hyderabad Amirs. The terms with the Hyderabad Amirs (No. VII) were concluded on the 20th and 22nd April 1832, and provided for the passage of traders by the

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arrived at Hyderabad, and having formed a firm alliance between the Government of Sind and the Honourable Company and Honourable Governor aforesaid.

ARTICLE 1.

That a firm alliance shall exist between the two States, and the friends of one the friends of the other, and the enemies of one the enemies of the other; and this shall remain for ever.

ARTICLE 2.

When the assistance of troops is required by either of the parties, it shall be granted when asked.

ARTICLE 3.

That the disaffected of one government shall not be protected by the other.

ARTICLE 4.

That when the servants of the Sind Government shall wish to purchase warlike stores in any of the ports belonging to the Honourable Company, they shall be permitted to do so, and be assisted in their purchases, and on paying their value be allowed to depart.

ARTICLE 5.

That an Agent on the part of the Honourable Company, for the increase of friendship and good-will, shall reside at the Court of the Mir of Sind.

ARTICLE 6.

The claims on account of former loss in the time of Mr. Crow shall be dropped.

ARTICLE 7.

That a British factory in the town of Tatta only, on the same footing as in the time of the Kalhoras, shall, after the full satisfaction, perfect confidence, and with the leave of this government, be established.

And through the blessing of God there shall be no deviation from this firm alliance.

Dated 1st Jamadi-us-sani 1223, or 24th July 1808.

* Regarding trade on the Indus see Treaties with Ranjit Singh and the Nawab of Bahawalpur, Vol. I, *Lahore* and *Bahawalpur*.

rivers and roads in Sind, subject to fixed duties, on condition that no armed vessels or military stores should be conveyed by these routes, and that English merchants should not settle in Sind, but should leave the country as soon as their business should be transacted. In 1834 this treaty was modified by another (No. VIII), which substituted for a duty on goods a toll of Rs. 570 between the sea and Rupar, of which Rs. 240 were to be paid to the Sind Amirs, and the remainder to Bahawalpur and Ranjit Singh, and which provided that bulk broken in the voyage should be charged with the local duties levied by the respective governments within whose territories the goods were sold.

The later treaties with the Amirs of Sind were more of a political nature, arising out of the measures taken by the British Government to re-establish Shah Shuja in Kabul, to which it is necessary more particularly to advert.

In 1836 Ranjit Singh put forward claims to a tribute of twelve lakhs of rupees from Sind, and threatened the invasion of Shikarpur; but the British Government induced him to abstain from hostilities, and offered to the Amirs of Sind to mediate a settlement of Ranjit Singh's claims, on condition of their granting certain concessions in favour of trade on the Indus; receiving a British agent at Hyderabad; and conducting all their relations with Lahore through the British Government. A provisional Engagement (No. IX) was concluded in 1836 with the Hyderabad Amirs for opening the trade on the Indus and stationing a British agent at Shikarpur. Great repugnance, however, was shown to the reception of a British agent at Hyderabad. Nur Muhammad Khan asserted that he was too weak to accept such a measure, which was opposed to the feelings of his family and the whole Talpur tribe. But, as concession of this point was made the essential preliminary condition of British mediation with Ranjit Singh, the Amir at last consented, and a Treaty (No. X) was concluded, on the 20th April 1838, with Nur Muhammad. Separate agreements to the same effect were given at the request of Nur Muhammad to the other Amirs, Nasir and Sobhdar, the object of this being to secure Nur Muhammad in the position of head of the Hyderabad family.

The 4th article of the tripartite treaty* between the British Government, Ranjit Singh and Shah Shuja bound Shah Shuja to abide by whatever settlement the British Government should make regarding Shikarpur and the territory of Sind on the right bank of the Indus. Article 16 provided that Shah Shuja should relinquish all claims to supremacy over Sind and to arrears of tribute, on the condition of the payment by the Amirs of such a sum as the British Government might determine, out of which fifteen lakhs were to be paid to Ranjit Singh. In consideration of the advantages to be secured to the Amirs by the

* *See* Vol. I, Punjab, No. VI.

cessation of their dependence on Kabul and of all tributary claims, they were to be required to assist in the passage of the British armies to Afghanistan; to permit the temporary occupation of Shikarpur and as much territory as would form a secure basis for the intended military operations; and to suspend the article of the Treaty of 1832 which prohibited the transport of military stores by the Indus. The Amirs were at the same time told that any engagement on their part with the Shah of Persia would be considered as hostile towards the British Government The Resident in Sind was also empowered, in the event of the British policy being opposed by the leading Amirs, to place at the head of the administration any member of the family whose disposition might be friendly, and who might have sufficient influence in the country to recommend him.

With the exception of Sobhdar Khan, the Amirs of the Hyderabad family manifested the strongest disinclination to comply with the demands made on them. Less difficulty was found with the Khairpur family. Mubarak Khan indeed, and a small party attached to him, were subservient to the counsels of their relatives at Hyderabad. But Rustam Ali Khan, who had long manifested a desire for a treaty with the British Government by which he should be recognised as independent of Hyderabad, entered willingly into the British policy. A Treaty (No. XI), similar to that made in the same year with the Nawab of Bahawalpur,* was concluded with him on the 24th December 1838, by which his territory was taken under British protection, he acknowledged British supremacy and was guaranteed in the independent administration of his territory: and engaged to abstain from political intercourse with other States, to assist in the passage of troops through his territory, and to cede temporarily the fortress of Bakkar as a depôt for treasure and munitions of war. Subsidiary agreements were at the same time given to the other Amirs of the Khairpur family, Mubarak, Muhammad and Ali Murad. It was at first intended to exclude Mubarak from these arrangements in consequence of his avowed opposition to the British Government; but, at the request of Rustam Ali, a guarantee was given to Mubarak as well as to the other Amirs.

In the meantime much opposition was experienced by the Resident at Hyderabad. The Amirs were very reluctant to admit the pecuniary claims of Shah Shuja, and pleaded that the Shah had already granted them releases†, written on the Koran, from all tributary payments.

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* *See* Vol. I, Bahawalpur, No. XXXII.

† *Shah Shuja-ul-Mulk to Murad Ali Khan.*

As the slaves of the presence are now about to proceed to conquer Khorasan and Iran, I have entered into the following treaty, which I swear by God and the Koran to abide by. I will not remain above fifty days at Shikarpur, and will encamp on the Baghi Shahi. At the close of the above period, the slaves of the presence will move into Kandahar, and I bestow Sind and Shikarpur and their dependencies on you and your heirs and successors in the same manner that you

Sobhdar was throughout friendly in his bearing; but the other Amirs, more particularly Nur Muhammad and Nasir, acted with deep duplicity. While professing a strong desire for cordial friendship, they were holding secret intercourse with Persia. They threatened in a most insolent manner to oppose the passage of Shah Shuja; permitted the Resident to be insulted and stoned; gave secret orders that no assistance should be rendered to the British force from Bombay; and attempted to seduce the Nawab of Bahawalpur from the alliance which he had just concluded with the British Government. The paramount importance, however, of hastening the completion of the measures for the occupation of Afghanistan induced the British Government to abate their demand, provided they could secure the passage of troops. The Resident therefore offered to the Amirs a treaty which recognised the distinct independence of each of them, but provided for a subsidised British force being stationed in their country and for the exemption of Mir Sobhdar from all payment on account of the expenses of that force. The treaty was rejected by the Amirs, and every appearance of open hostility was exhibited. Preparations were made to attack their capital, when the Amirs assented to the demands made on them and signed the treaty. But, as a punishment for their hostility, a new condition was insisted on—that the Amirs of Hyderabad, with the exception of Mir Sobhdar, should pay seven lakhs

now hold them. They shall be your territories and property. There shall be no oppression of the smallest degree, and besides that, the royal favour will be greatly extended towards you, so that all the world may know it. This treaty is vouchsafed on the Koran for your perfect satisfaction.

Written the 7th of Muharrum, 1209 Hijra.

(The King's Sign Manual.)

N.B.—The following remark is written in the handwriting of the King himself:—

"This Treaty is confirmed by the Koran. The royal slaves have bestowed of their own free will and pleasure the country of Sind and Shikarpur as a jagir on Mir Murad Ali Khan."

Shah Shuja-ul-Mulk to the Amirs Nur Muhammad Khan and Nasir Muhammad Khan.

I hereby, in the name of God and by the Sacred Koran, make this agreement, by which I bestow on you the country of Sind and Shikarpur, and all their dependencies, as a jagir, which you are to enjoy and hold generation after generation. The said country will remain with you for the future, and no sort of oppression, however small, shall be attempted or practised. The friends and enemies of the King shall be considered your friends and enemies. Should you require any assistance in the way of troops on account of Sind and Shikarpur, it shall be afforded from the royal army agreeably to your wishes. The slaves of the presence have no sort of claim or pretensions on Sind on Shikarpur and their dependencies, nor will any be made. The treaty which the fortunate slaves wrote with the royal handwriting on the Sacred Koran in the name of Murad Ali Khan, of blessed memory, is renewed, as well as what is herein stated to you, and not a hair-breadth's difference shall occur in it. The royal favour and approbation shall be bestowed and showered on you beyond that shown to the other well-wishers of the King.

(Signed by the King's Sign Manual in red ink.)

of rupees each, being twenty-one lakhs in all, to Shah Shuja, as the condition of their exemption from further claims.

While these events were occurring at Hyderabad, the reserve force from Bombay was fired on while approaching Karachi, and its landing was opposed. Fire was, therefore, opened on the fort, and its sea-face was levelled with the ground. The fort was taken, and in February 1839 the Governor was required (No. XII) to hand over the military occupation of it to the British Government.

The treaty which had been concluded between the Resident and the Amirs was not confirmed in its entirety by Government. Several modifications were made, and it was reduced from 23 to 14 articles. The revised Treaty dated the 11th March 1839 (No. XIII), signed by the Governor-General, was offered separately for the acceptance of the four Amirs. After some demur the Amirs signed it, being chiefly induced to do so by the example of Mir Sobhdar.

In the meantime Sher Muhammad of Mirpur also expressed a wish to enter into a treaty with the British Government. His object was to obtain the same concession as had been granted to Mir Sobhdar of Hyderabad, that is to say, exemption from all payments towards the subsidiary force. Government, however, refused to treat with him on such terms, and required a payment of half a lakh a year. To this the Amir assented, and a Treaty (No. XIV) was concluded with him in June 1841.

Delay and difficulty soon began to be felt in realising the tribute from the Amirs: and Lord Ellenborough, deeming the demand of pecuniary tribute from Indian States to be a constant cause of misunderstanding, resolved to commute it, whenever possible, to a cession of land. In pursuance of this policy, negotiations were opened with the Amirs for the cession of Shikarpur in lieu of the tribute. Mir Nasir of Hyderabad readily offered to cede his own share of Shikarpur and that of his late brother Nur Muhammad, on condition of being allowed to retain the nominal sovereignty. The negotiations were nearly concluded, when the first news of the disasters at Kabul arrived and caused an entire change of feeling in the Amirs, leading them to break off the discussion. Mir Rustam Ali of Khairpur and Mir Nasir of Hyderabad also began to intrigue for the expulsion of the British forces from Sind. They were therefore distinctly warned that the result of bad faith to their engagements would be the loss of their territories.

In August 1842 Sir Charles Napier was appointed to the military command in Sind and Baluchistan and invested with authority over all civil and political officers in those countries. Besides suspicion as to the fidelity of the Amirs, there were other circumstances arising out of a misunderstanding of those articles of the treaty relating to trade, which called for a revision of the engagements. The most important discussion related to the interpretation of the 11th article. The Amirs in-

sisted that the article only exempted foreign boats from duty on the Indus, while the British Government maintained that all boats, both of Sind and of other States, were entitled to pass duty-free. The objects which were to be kept in view in any new engagement with the Amirs were the free navigation of the Indus; the cession of territory in exchange for tribute; the establishment of a uniform currency in Sind; and the cession of territory to the Nawab of Bahawalpur, who throughout the disasters in Afghanistan had remained faithful to his engagements. Towards the close of 1842 a draft treaty embodying these demands was offered to the Amirs, who protested against them. There seemed to be no hope of an amicable settlement; and British troops were advancing to enforce the demands, when on the 9th February 1843 the Amirs intimated their willingness to sign the treaty if Rustam Ali Khan of Khairpur were restored to his rights of which he had been deprived by his younger brother Ali Murad Khan.

Mir Sohrab of Khairpur had retired from public life in 1811 and had abdicated in favour of his son Rustam Ali. But by his will, made in 1829, he divided his territory among his sons in four shares, of which Mir Rustam, as the successor to the Turban, was to hold two, and Mubarak Ali and Ali Murad were to receive one each. Ali Murad, who was an infant at the time of his father's death and was committed to the care of Mubarak Ali, always believed himself to have been defrauded by his guardian. However this may be, he received* from the British Government in 1838 a separate guarantee for the estates he held in Khairpur. Mubarak Ali died in 1839, but the dispute was inherited by his son Nasir, with whom Rustam Ali sided. In September 1842 the brothers met in battle. Rustam Ali and Nasir were defeated, and signed the Naunahar Treaty,† by which they assigned nine villages to

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* *See* page 295 *ante*.

†TRANSLATION of the TREATY made between MIR RUSTAM KHAN, Talpur, and MIR ALI MURAD KHAN, Talpur, as written on the Koran, which was produced by Ali Murad to the Commission in 1850.

In the name of the Most Merciful and Compassionate God.

May the God of the Universe be praised!

Mir Sahib Mir Rustam Khan, Talpur, made peace and bound himself by promise with Mir Ali Murad Khan, Talpur, to this effect, that as a dispute arose between Mir Ali Murad Khan and Mir Nasir Khan on the subject of the boundary of Sundarbela in which Mir Nasir Khan was proved to have encroached. Mir Ali Murad Khan having expended lakhs of rupees came to fight with Mir Nasir Khan. In the meantime, in order to put an end to disturbances, and considering the expense in cash and jagirs which Mir Ali Murad Khan has incurred on account of his army, I give over the villages of Khanwahan, Abayani, Bacha, Dari, Gharakna, the villages Raina and Palija, with my free-will and that of Mir Nasir Khan, to Ali Murad Khan, that he may enjoy them from the commencement of the season Kharif 1253, and I (Mir Rustam) will depute a vakil to get this treaty sanctioned by the British authorities. I will never cause any molestation against the said villages; neither my sons nor Mir Nasir Khan, nor his relations, will raise any claim to this country. If they attempt to do so they are false; and as regards the villages of Babarloi, Abri and Shah Bela, Muhammad Obag and Mahlani, which are the right of Mir Ali Murad Khan, although they were in the possession of Mir Mubarak Khan, Mir Ali Murad Khan has got them back

Ali Murad, seven of which belonged to Rustam Ali and two to Nasir. When Sir Charles Napier arrived in upper Sind, Ali Murad complained to him that his brother Rustam was endeavouring to secure the succession to the Turban for one of his own sons, to the prejudice of Ali Murad's right. Sir Charles Napier replied that by treaty the Chieftaincy belonged to Rustam Ali for life, but that at his death it would be transferred to Ali Murad. With this assurance Ali Murad seemed satisfied, and from that day he attached himself firmly to the British interests. When the British army was advancing to enforce the demands contained in the draft treaty, Rustam Ali offered to come into Sir Charles Napier's camp and put himself under his protection. He was told he should rather seek the protection of Ali Murad. He did so: and shortly afterwards it was reported that he had resigned the Turban to his younger brother, and had written the resignation* in the most solemn manner in

through the British Government; neither Mir Nasir Khan nor his children are to set forth their claims to the said villages or apply to the British Government for them. If they attempt to do so they are false, and I, together with my sons, shall take part with Mir Ali Murad Khan, as he is in the right, and the boundary of Sundarbela, as may be settled by the Amirs, I will give into the possession of Mir Ali Murad Khan. There is no difference in this treaty, nor will any be made. God is witness.

Rustam Fakir, Talpur. Mir Ali Akbar Khan, Talpur. Mir Nasir Khan, Talpur.

Dated 9th Saban 1258.

COPY of the TREATY of Naunahar written on the leaf said to have been extracted from the Koran.

Translation.

In the name of the Most Merciful and Compassionate God.

May the God of the Universe be praised!

Mir Sahib Mir Rustam Khan, Talpur, made peace and bound himself by promise with Mir Ali Murad Khan, Talpur, to this effect, that as a dispute arose between Mir Ali Murad Khan and Mir Nasir Khan on the subject of the boundary of Sundarbela, in which Mir Nasir Khan was proved to have encroached, Mir Ali Murad Khan having expended lakhs of rupees came to fight with Mir Nasir Khan. In the meantime, in order to put an end to disturbances, etc., considering the expense in cash and jagirs which Mir Ali Murad Khan has incurred on account of the army, I give over the villages of Khanwahan, Abayani, Bacha, Dari, Gharakna, the villages Raina and Palija, with my free-will, and the village Dadlo, and pargana (*a*) Mathela with my own free-will and that of Mir Nasir Khan.

(*a*) The word "deh" appears here to have been altered to "pargana," and in attempting to make "be-marzi" into "Meharki" the papers seem to have been spoiled.

* Praise be to God and blessings on the Prophet and his family.

Mir Rustam Khan, Talpur, has made a compact, and formed a treaty with Mir Ali Murad Khan, Talpur, to this following effect:—At this time during the supremacy of the powerful and exalted English Government, and from the autumn of 1258, I Mir Rustam Khan, of my own free-will and pleasure, according to the rule and custom of the Chiefs of Hyderabad, present to Mir Ali Murad Khan (who is worthy of the Chiefship) the Turban of the Chiefship and brotherhood with the control of the whole of my country, with the (sar shumari) capitation tax, (mir-bahri) river dues, and (jasiya) tax on others than Muhammadans, and farms, and tolls, and fisheries, as specified below, so that during my lifetime, having occupied the seat of Chiefship, he may take into his entire possession the

the Koran. The resignation was made after Rustam Ali had taken from Ali Murad an engagement† securing a provision for himself, his sons

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countries specified below. No one of my sons or nephews has or shall have claim or entry in this same Turban and this same country, which I of my free-will and pleasure bestow in gift. If any one advances a claim, he is a liar. The administration of affairs, the control of the army, the negotiations with the English, all now depend on the will of Mir Ali Murad Khan. In this compact the oath of the Koran is used; there shall not be the variation of a hair's breadth. God is sufficient witness. Written on the 17th Tekiad 1258 A. H. (December 20th, 1842); 1st, Parganas Kholiara Chehur, Alliaria, and Kahtera; 2nd, Parganas Naushahra Firoz; 3rd, ditto Kandbarra, with Cherpur and Lahari; 4th, Sad Kokan; 5th, ditto Mirpur, Manhilas, and Kanurki; 6th, sandy territory in Rene and Nara; 7th, forts Sahagarh, Sirdashgarh, and other forts; 8th, Parganas Obara, Khairpur, Harki; 9th, ditto Imamwa; 10th, ditto Bahunak and Burah; 11th, one-third of Sabsal and Pargana Musaka; 12th, Pargana Shikarpur Mor Ali; 13th, ditto Rupa; 14th, ditto Balbadka; 15th, ditto Chak Musargah; 16th, ditto Kashmur.

† I, Mir Ali Murad, Talpur, requested Mir Rustam Khan, on account of his old age and weakly state, to abdicate the Turban in my favour and give over in writing all the country; that I would be responsible in every way to the British Government. The Mir consented to abdicate the Turban and to give over in writing the whole country and also the fortress, but he required that I would agree to four Articles, after which he would give over to me in writing the whole country. These Articles are as follows:—

ARTICLE 1.

That the country north of Rori, according to the proclamation, belongs to the British.

ARTICLE 2.

The country belonging to the sons of Mir Mubarak Khan.

ARTICLE 3.

The country belonging to the sons of Mir Rustam Khan.

ARTICLE 4.

My (that is Mir Rustam's) expenses.

I consented to the above Articles taking upon myself the whole responsibility. I do now declare, giving the same in writing, that if the British Government remonstrate with Mir Rustam Khan and demand why he made over the country north of Rori to Mir Ali Murad, I will be answerable and satisfy the English Government. If they demand the country, I will give it up, but I will not allow Mir Rustam Khan to suffer one word of annoyance. To the sons of Mir Rustam Khan, whom I look upon as my own brothers, I will restore their jagirs; I will in no way depart from this. To take one span of their lands is unlawful. I have no claim whatsoever to their jagirs; it is their right, and their right they shall receive. The country belonging to the sons of Mir Mubarak Khan should I not take the British Government will. I will, therefore, now appropriate their country, which I will afterwards make over to them. I have no claim whatever on their country; one single span of their country in my possession would be unlawful; the country is their right, and their right they shall receive. As for Mir Rustam Khan, his family servants, male and female slaves, I will provide for all either in land or in money; nothing shall be deficient. I will serve him as he wishes. These Articles I have written out in the form of a treaty that hereafter they may remain as proof, and that no differences may occur. God is my witness.

Dated the 16th Zulkadr, 1258; A.D. 19th December 1842.

Postscript.—Mir Rustam Khan to retain possession of Khairpur for life.

Dated as above.

Confirmed.

Mir Ali Murad's Seal.

and his nephews. When Sir Charles Napier heard of the resignation, he asked for an interview with Rustam Ali; but the Amir did not wait for it. He fled to the desert, and Ali Murad was recognised by Sir Charles Napier as Chief of Khairpur. It was for the restoration of Rustam Ali to the rights of which he had been thus deprived, involuntarily as was afterwards proved, that the Amirs stipulated as the condition of their signing the proposed treaty; but Major Outram, the British Commissioner, had no power to re-open this subject. At last the Amirs, except Nasir Khan of Khairpur, signed the Treaty (No. XV), leaving Rustam Ali's rights to future investigation. Next day the residence of Major Outram was attacked by 8,000 of their troops; but, after a most gallant defence, the escort succeeded in rejoining the main army. The battles of Miani and Dabo subjected the whole of Sind to the British Government, with the exception of the possessions of Ali Murad, who was established as Chief of Khairpur in the territories which had belonged to Mir Rustam, both by inheritance and in right of the Turban, as well as in the lands of which he himself stood rightfully possessed at the time of the conquest.

As all the territory of Sind, with the exception of the portion to be continued to Ali Murad, was confiscated by the British Government, it of course became Ali Murad's interest to establish his right to as large a portion of the lands of Khairpur as possible. To effect this he attempted to alter the clause of the treaty of Naunahar which conferred on him two villages belonging to Mir Nasir Khan, in such a manner as to secure for himself large districts of the same name instead of insignificant villages. In doing so the leaf of the Koran on which the treaty was written became spoiled. The leaf was therefore extracted, and the treaty was written on a fresh leaf in such a way as to suit Ali Murad's purpose. This fraud was clearly established by a Commission which met in 1850 to investigate the matter: and, as a punishment for it, Ali Murad was degraded from the rank of Rais of Khairpur, and deprived of all his territories except those which he had inherited under his father's will.

In [illegible] the Ruler of Khairpur received an Adoption Sanad (No. XVI) and in [illegible] was granted a permanent salute of 15 guns. The Ruler is entitled to a permanent local salute of 17 guns within his own territory.

Ali Murad Khan died in 1894, and was succeeded by his son Faiz Muhammad Khan.

In [illegible] the Mir ceded (No. XVII) the land which was, or might thereafter be, required for the Kotri-Rohri Railway, together with full civil and criminal jurisdiction over the line.

In March 1901 the Mir entered into an Agreement (No. XVIII) for the cession of certain lands required for the Jamrao and Eastern Nara

canal systems, and for the settlement of the western boundary of the State. By this agreement the centre of the deep stream of the river Indus, as it flowed in March 1900, has been recognised to be the permanent boundary between the Khairpur State and the British district of Larkhana.

In 1903 the State Chalan silver currency was converted into British India silver currency, at the rate of 100 British rupees for 140 Chalan rupees.

In August 1905 the Secretary of State sanctioned the acceptance of the Mir's offer to raise and maintain a baggage camel corps for purposes of Imperial defence.

In 1909 the Mir entered into an Agreement (No. XIX) for the effective control and discipline of his Imperial Service Troops when serving beyond the frontiers of his State.

Faiz Muhammad died in 1909 and was succeeded by his only surviving son Inambakhsh Khan, who rendered much pecuniary help during the Great War. He died on the 8th February 1921, and was succeeded by his son the present Mir Ali Nawaz Khan, born in 1884. The system of administering the State through a Wazir, which had been in force since 1903, was altered in 1926, when Mir Ali Nawaz Khan appointed a Council of three members, with himself as President, to carry on the administration.

After the conquest the deposed Amirs were removed from Sind, and pensions were granted to them by the British Government. Their descedants continue to receive liberal pensions: and all the members of the Talpur family have been permitted to return to Sind. The pensions at present drawn by the descendants of the deposed Amirs and their dependants amount to Rs. 1,72,191 a year, distributed thus—

	Rs.
The Hyderabad family	86,[illegible]
The Khairpur family	47,[illegible]
The Mirpur family	38,[illegible]
	1,72,191

The area of Khairpur is 6,050 square miles; the population, according to the Census of 1921, 193,152; and the total revenue from all sources, calculated on the average of the past five years, Rs. 28,70,292.

The State pays no tribute, either to the British Government or to any Indian State.

Under the reorganisation scheme of January 1921 the authorised strength of the Khairpur State Forces consists (December 1926) of

"Faiz" Light Infantry	216
Camel Transport Corps	72

The following other State forces are maintained:—

Artillery	2
Armed Police	61

With effect from the 1st January 1922 the designation "Imperial Service Troops" was changed to "Indian State Forces."

No. I.

Perwannahs, etc., from the Prince of Sindh in 1758.

No. 1.—Copy (attested by Codjee Mahomed Yaya) of the Perwannah from Gholam Shah Abassie, dated the 22nd September 1758.

Be it known to all commanders, officers, fuqueers, farmers, and inhabitants of Durat, Laree-bunder, Aurunga-bunder, Garranchere Darajah, Chavatra Massotie, Nakass, Barbundie, Galabajar, Agur, Goozer Rajah Gunt Johibar, Sarkar Chachagom, Charcarhallow, Nassepore, Holcandy, Sarkar Soviston, Coodabage, Sarkar Nohorey Abey, etc., places belonging to Sircar, that Mr. Sumption, gomastah belonging to the Honourable English Company informed me here that on all the goods he purchases and sends for the Honourable Company to Bombay he pays no more than one and a half per cent. customs on the market price, which I hereby confirm, and order that no more than that custom may be received of him as usual, but on all Europe goods which shall be sent from Bombay for Coodabage, Laree, Multon, etc., half of what customs, etc., charges (such as passports, convoy, lodging, Duan Towff, Canah, etc.), the Multon merchants pay; and should there be such goods as the Multuny never carry, and be it possible to know the customs and charges on them, they (the English) are to pay half of what any of the considerable merchants used to pay on the same; but nobody is to demand any thing more. And the same customs, etc., as are above mentioned they are to pay on the hing, indigo, etc., goods which they never bought before; and they are also to pay one and a half per cent. customs on the saltpetre, be it bought by themselves or by anybody for them in the Sircar's place, or anywhere else; but no officers, farmers, etc., are to demand any thing more from them, but let them carry on their trade unmolested. And I further order that should their goods not be disposed of and they want to carry them back, no customs shall be demanded thereon, nor on any provisions which Mr. Sumption shall send from any place on board their ships for their maintenance. They are also not to demand anything for their gardens, nor in any shape molest their gardeners, boats, vessels, etc., or send them on any Sircar's business; and it is also ordered that their chests of linen may not be opened, or the least hindrance shown them in passing and repassing, it being contrary to our rules; and in short, no one shall presume to make any new customs to their prejudice, or in any shape put any affront on them or their people. They have also free liberty to provide any sort of grain, and sell the same and any European goods at any rate they please. The customs on the dubbers of ghee, oil, etc., as also on the chests and pots of goods, are to be charged conformable to the weight they put on each dubber, chest, or pot, without weighing them again; and the customs on the elephants' teeth are to be received on the amount of sale when they are sold. And should Mr. Sumption either buy or build a house or warehouse at Aurunga-bundur or at Tatta, my said people are to give him all the assistance they can, that it may cost him only a reasonable price, and he is to have all the encouragement for carrying on his trade, as it will be an advantage to the govern-

ment; but no other Englishman shall have a house or any encouragement. And as it is very necessary that I should encourage and please the English, I hereby order that an entire compliance may be shown to this without demanding any new order every year.

No. 2.—TRANSLATION of GHOLAM SHAH, PRINCE of SINDH'S Perwannah, for the HONOURABLE COMPANY'S customs, privileges, etc., at Sindh, dated 22nd September 1758.

To all Fuqueers (a term for the Scroys, or people of the prince's caste, inhabitants of the upper part of the country), Diredars, Muttaseddees that are at present or shall in future come into offices of the customs, whether under the sovereign power or farmed out at the Dirt or (Tatta custom-house), Laree-bunder, Aurungabunder, Garranchere Darajah, Chavatra Massotie, Nakass, Barbundie, Galabajar (or grain custom-house), Agur, Guzer Rajah Gunt, Johibar, Sarkar Cachlon Charcarhallow (names of countries), Sarkar Nasseepore, Holcandy, Sarkar Sovistan, Coodabage Ruree, and all other places within my dominions: Know ye (or observe) that the wealthy, true, faithful, and friendly Mr. Sumption, English Agent, here, has made application or requested that the honourable, great, noble, and highly esteemed English Company of India and Bombay may, on whatever trade or merchandize they transact goods, import or export, buy or sell, pay only one and a half per cent. customs on the valuation of the real price of the place, which I have condescended to and hereby grant; furthermore, that the gomastah (or agent) for the said Honourable Company of India may have the privilege, on whatever goods he imports from abroad, and chooses to export up the country to Coodabad Ruree, Multon, etc., to receive a putta (or permit), and whatever goods he may purchase there or above, to pay only the above-mentioned customs; and of the Lauvaama (or customary charges) on the putta goods, such as Rawdarree, Deradarre, Munket, Nut, Furhutt, Nungana, Dusturchoy Duana, Moota, at Coodabad, Circarwarry, Donnee, and other Nosem, Kalsay Duana Peshcharry, Joab Khanna, etc., the half only of what paid by the Company of Multon merchants, which is required to be duly observed, and at any place, or wherever there be not a settled custom on the Multon merchants, the half only of what is paid by others, the greatest or principal merchants, and at your peril not to ask, demand, or receive more; and if the aforesaid Agent should purchase, bring down, and export out of the country, from Tatta, hing, indigo, or any other goods which he may not formerly have dealt in, or hath a settled custom for, to receive only the above-mentioned customs and rates by the Custom-master, Duanna, etc., as aforesaid, and more (on no terms) to ask or demand. And furthermore, if the abovesaid gomastah or agent should, in any part within the extent of my dominions, of himself extract or purchase from others saltpetre, the customs on the true valuation, at the price of the place, with all customary charges included, I have settled and affixed thereon, *viz.*, in whatever place, within my government or dominions, that he may extract or purchase, to receive on it in that place only, the abovesaid custom of

one and a half per cent.; and that my Muttaseddees, Custom-masters, Diredars, Radawrs Guzervans do not, on any pretence of customs or customary rights, customs on boats, Moressor or Misseree on ditto boats, Chitts, or other usual customs, in no place within my territories give any impediment to them; but the abovesaid gomastah may without trouble and in a satisfactory manner, carry on and transact his business without molestation; and that no other person may be permitted to export the aforesaid commodity, and that whatever goods he may import here and not meet a sale for if he, sooner or later, first or last, export them again, by no means to demand any customs, charges, etc., or give any impediment to their exportation.

And at the time of their ship's arrival at any of my bunders (or ports), if they should purchase provisions for the English and lascars of their ships, such as bullocks, cows, goats, sheep, or other necessaries, at Tatta, or from out of the country, and export in ships, on no terms to ask, demand, receive, or give the least trouble concerning customs thereon. Furthermore, for customs or other customary dues on the English garden, which they may keep for their pleasure, to give no trouble, or make any demands thereon, nor let their gardener be subject to be pressed or molested on any occasion, as you are to observe I hereby exempt them therefrom; and the chests of wearing clothes of the English, and other necessaries they may bring or carry with them, you are on no terms to give them trouble about opening, or demand the sight of, on any pretence whatever.

And for customs of Moree, Misseree, etc., on their boat they may hire or keep to go to and fro in, not to ask or make any demand on; and on their servants, and those under their protection by no means to receive or give them any trouble, on account of head-money, or other dues of any kind received from my subjects, or for any other new customs or demands that may arise or be collected in my country.

And for any Nirkana (customs on rice) or leave of carrying to their house of grain, sold in Tatta of Nungana, on cotton imported from abroad, to make no demand or give any trouble thereon; and for Nungana on ghee or oil agreeable to the custom or maund, for a dubber, to make account as usual and receive the customary dues; and whether it is put in small buttaroes or larger jocks, or in other vessels (larger or smaller) to make account on the customs of maunds, eight maunds per dubber; and on the Lauvasma, or customs on the sale of elephants' teeth, to receive, when sold, the usual custom of nine per cent. paid by the buyer and no more.

And if the aforesaid gomastah (or agent) should, at Tatta or Aurunga-bunder, choose to buy or build a house for a factory, do you give him all the assistance, to the utmost of your power, to assist and forward him therein, and at the least expense, that they may settle in my country, in a strong secure factory, to their satisfaction, so as to trade with spirit and without apprehension, to the increase of revenues and advantage of my country, and that no other Englishmen be permitted those favours: and that they may at pleasure, and without control, receive the customary dues and privileges of their factories. As the bestowing favours

and continuing friendship with the English is desirable in my presence, therefore insist that due regard (in every respect) be paid to the above Sunnud, and no demand made for new ones.

Dated at Ahmedabad in Sindh 18th Maharim 1172 of the Hegira, or September 22nd, 1758.

No. 3.—LETTER from GHOLAM SHAH, PRINCE OF SINDH, to MR. ROBERT SUMPTION, dated 11th December 1758.

I now inform you that I am arrived with all my forces in the fort of Shah-bunder, and have determined to collect no customs (not even a single pice) on the goods that any King's merchants may bring to Shah-bunder, but on all exported from hence they are to pay the usual customs. You may be sure of this my determination, and import goods from any parts to trade here.

I hope you will soon send your man here to choose a place for building a house or factory.

No. 4.—ORDER from GHOLAM SHAH, PRINCE of SINDH, to his Metah Coostamdas, dated 18th December 1758, and attested under the Codjee's Seal.

You are hereby ordered not to demand any customs on the goods which Mr. Sumption may import, and likewise to let him have any place which he may choose for building a factory on. Give him all the assistance in your power, and be a friend to him, that he may think himself at liberty in carrying on his trade for the good of the port.

No. 5.—Copy (attested under CODJEE MAHOMED YAYA's Seal) of the Perwannah from Gholam SHAH ABASSIE, dated 18th Maharim, or 22nd September 1758.

Be it known to all commanders, officers, farmers, and inhabitants of Durat Laree-bunder, Aurunga-bunder, Garranchere Daraja, Chavatra Massotie, Nakass, Barbundie, Galabajar, Goozer Rajah Gunt, Johibar, Sarkar Chachlon Charcarhallow, Sarkar Nassepore, Holcandy, Sarkar Soviston, Coodabage, Sarkar Lorah, etc., places belonging to Sarkar, that Mr. Sumption, gomastah, or agent, did, for and in behalf of the Governor belonging to the English Company of India and Bombay, inform here that on all the goods he purchases and sells for the Honourable Company he pays no more than one and a half per cent. customs, on the market price, which I hereby confirm, and order that no more than that custom may be received of him as usual; but on all Europe goods which may be sent from Bombay here and hence to Coodabage, Laree, Multon, etc., or any brought from thence they

are to pay on the same half of what customs and charges (such as passports, convoy, lodging, duan towff, canah, choukey, etc.), the Multon merchants pay; and should there be such goods as the Multuny never carry, and it be impossible to know the customs and charges on them, they (the English) are to pay half of what any of the considerable merchants pay on the same, but nobody is to demand anything more; and the same customs, etc., as are above mentioned they are to pay on the hing, indigo, etc., goods which they never bought before; and they are also to pay one and a half per cent. customs on the saltpetre, be it bought by themselves or by any body for them in Sircar's place or anywhere else; but no officers, farmers, etc., are to demand anything more from them, but let them carry on their trade unmolested; and the above mentioned goods nobody else shall have liberty to buy. And I further order that should their goods not be disposed of, and they want to carry them back, no customs shall be demanded on them, nor on any provisions which they may provide at Tatta, etc., places, to send on board their ships for their maintenance. They are also not to demand anything for their gardens, nor in any shape molest their gardeners, boats, vessels, etc., conveyances, or send them on any Sircar's business; and it is also ordered that their chests of linen may not be opened, or the least hindrance shown them in passing and repassing, it being contrary to our rules; and in short, no one must presume to make any new customs to their prejudice, by any former rules or rates, or in any shape put any affront on them and their people. They have also free liberty to provide any sort of grain, and sell the same and any Europe goods at any rate they please. The customs on the dubbers of ghee, oil, etc., as also on the chests and pots of goods, are to be charged conformable to the weight they put on each dubber, chest, or pot, without weighing them again; the customs on elephants' teeth are to be received on the amount of sale, when sold, at the same rate as was usual in the time of the Prince Mahomed Murad; and should the Governor either buy or build a house for a factory at Aurunga-bunder or at Tatta, my said people are to give him all the assistance, that it may cost him a reasonable price; and he is to have all encouragement for carrying on his trade, as it will be an advantage to the Government; but no other nation that wear hats shall have permission for it; and as it is very necessary that I should encourage and please the English, I hereby order that an entire compliance may be shown to this without demanding any new order every year.

No. II.

Three Perwannahs from the PRINCE of SINDH,—1761.

A PERWANNAH granted by GOLAM SHAH, PRINCE OF SINDH, on the 22nd April 1761.

Be it known to all Fuqueers, Governors, or other officers, who now are or hereafter may be in authority in the department of customs or farms at Tatta. Shah-

bunder, Aurunga-bunder, Carrachere or Darajah, the customs on cattle, etc., called Nekass, package, grain, Bazar customs on leather, and the Gott Chuabar, the Sircar of Cachlon and Charcarhallow, the Sircar of Nasseepore, etc., Holcandy, the Sircar of Sevastan, Coodabad Rurbe, and all other places within our dominions, that the noble Mr. Erskine, an Englishman, and Resident for affairs of the potent, magnificent, and Honourable English Company in Sindh, being come to our court for the more firmly establishing the factory of his superiors, has requested, and we have, on account of the strict friendship subsisting between us and the said Honourable Company, granted, and do hereby particularly order that besides the English, no other Europeans shall either import or export goods or merchandize, or come and go upon that account within the dominions of Sindh, or the Soubah of Tatta and Buchor, or any other of the bunders under our authority.

Whatever goods or merchandize belonging to the said factory or its dependants shall be imported at any of the bunders are to be exempted from paying any import customs, agreeable to our former grants, and therefore none are to be demanded. If they carry goods either from the bunders to Tatta, up-country, on paying the customs they did formerly, certificates must be given them, and nothing further is to be demanded, on any account, that they may carry on their trade with ease and satisfaction. Whatever goods they may export from any of the bunders they are to pay one and a half per cent. agreeably to our former perwannah; or if goods are purchased by them and exported from Tatta, they are to pay such customs as were before usual, and nothing further is to be demanded. No other merchant but the aforesaid Resident is to purchase for exportation any of the saltpetre that may be produced in Scindy, or within our dominions; or if they purchase and export this article, they shall be punished in such a manner as shall deter them for ever again interfering in that trade. Whatever saltpetre the aforesaid Company's Resident shall either extract in any part of our dominions, or purchase of other merchants, and refine, the custom farmers, at such places, shall receive the customs thereon as formerly, that the said Company's dependants may carry on this trade to their satisfaction. If they dispatch their own dingeys, gallivats, or other vessels to the Bar, after proper precautions, permissions shall be granted, and they meet with no impediment, which is to be strictly observed; or if their said vessels are sent up and down the river on their factory business, and passing under Shah Gurh, or by the guard-vessels, etc., on permission granted, they are not to be stopped, that they may come and go without trouble. Should it happen, which God forbid, that any of their ships, gallivats, boats, etc., should run ashore, or be wrecked, either on our bars, coasts, or without our rivers, our officers in such places are to assist them; and whatever effects may be saved, belonging to such vessels, whether rigging, necessaries belonging to the crew, or other goods, are to be delivered, to the smallest item, to the Resident aforesaid, he paying reasonably for the labour and pains of those who may assist in saving them. Should the aforesaid Resident choose to build a brick house at Shah-bunder or make a garden for his recreation, on any spot of ground he may like, he is to receive all the assistance possible for doing it quickly; and whatever former Sunnuds they have received are to remain in full force, and not to be objected to or

disputed on any account. It being our pleasure to satisfy the said Honourable English Company, therefore the above must be strictly observed, and no new perwannahs demanded.

Dated the 16th of Ramzan 1174, or 22nd of April 1761.

PERWANNAH granted by GHOLAM SHAH, PRINCE of SINDH, on the 23rd of April 1761.

Be it known to the officers of the customs, or farmers of the revenues appertaining to the zemindaree of Shah-bunder and Cachrawly that at this time Mr. Erskine, Resident for the Honourable English Company in Sindh, has requested that all their vessels might be exempted from paying the Moree of Rupees 25 on each vessel, formerly paid the Imaum; and we, being willing to grant his request, do therefore exempt all their vessels from paying the said Moree of Rupees 25 on each vessel, and now order you not to demand the same; but if more than the sum of Rupees 25 was formerly paid for each vessel, the overplus is to be recovered.

Let this be strictly observed.

Dated the 17th of Ramzan 1174, or the 23rd of April A.D. 1761.

PERWANNAH granted by GHOLAM SHAH, PRINCE of SINDH, on the 22nd of April 1761.

Be it known to all Fuqueers, Governors, and other officers who now are, or hereafter may be, employed or concerned either in the collecting or farming the customs from the sea to Raree, and all other places within our dominions, that Mr. Erskine, Resident of the Honourable English Company's factory in Sindh, and their other servants and dependants, send boats and camels up and down in our dominions, with trade and merchandize: You are, therefore, on seeing this perwannah, not to demand the usual charges of Moree, Misri, or Goozurbanee or Sooze and employ them on our business on any pretence whatever; nor is any person belonging to us, on any of the above accounts, to impede or otherwise stop or hinder boats or camels belonging to them, that they may carry on their business without difficulty, and make the customs increase.

Let this be most punctually observed, and no person offer to dispute it

Dated the 16th of Ramzan 1174, or the 22nd of April A.D. 1761.

No. III.

ORDER issued by MIR FATEH ALI KHAN,—1799.

The collectors and farmers, at this period and hereafter, of the town of Kurrachee, will understand that at this time N. Crow, Englishman, vakeel of the asylum of valor, wisdom, and intelligence, the Honourable Jonathan Duncan, Governor of Bombay and Surat, on the part of the exalted, noble, powerful, renowned English Company Bahadoor, has arrived at our presence and requested the establishment of a commercial factory in the town of Kurrachee, and the adjustment of customs on merchandize export and import to and from foreign ports, and purchases and sales in the territories of Sindh, and other exportations and importations. For the sake, therefore, of the friendship of the English Company, one-third in the articles of customs only shall be remitted in the collections of duties on the trade of the English factory, and all the fees levied as usual with the other merchants. It is commanded that you forego, then, in levying duties on the trade of the English factory, one-third in the article of customs only, collecting all the regulated fees, as usual, amongst the merchants, in order that the agents of the English may with confidence labour to increase our customs and their own trade. On account of weight or measure of their goods, or the inspection of trunks of the Resident's baggage, no molestation must be offered, but his invoice and word be taken. The duties on provisions and articles of consumption of the English and the crews of their ships, and the fee of Moree on their ships, vessels, and dingeys, to be regulated by the custom in use amongst other merchants. If by accident any ship or dingey belonging to the English coming or going with cargo to or from Sindh should be stranded or sunk on the coast of Kurrachee, the best assistance is to be rendered towards recovering her, and she must without hesitation be delivered up, the English Resident discharging the expense of labourers. The dependants of the Resident are not to be pressed on government service, nor compelled to purchase government property. A spot of ground for a country house to the English factory, and four beeghas of ground for a garden, outside of the fort of Kurrachee, are given to the Resident with exemption from land or fee tax, and it is commanded that they be delivered to him wherever he may prefer, there being no inhabitants nor claims of possessions; towards building the house you will afford assistance, the English Resident paying the expenses. Maistre Suchanund, Collector for the time being, will levy custom on the merchandize of the English and the importations of their ships according to the above written, the garden excepted, and all other fees he will remember agreeably to the purport of this, which is peremptory.

Dated 16th Rubee-ool-Awul in the year of the Hegira 1214, the 18th of August 1799 of the Christian era.

It is repeated that the customs and fees are to be levied in correspondence with the established rates of import underneath detailed.

Customs and fees on all exportations and importations by sea :—

Customs.

Repees 3 and ½ per cent. on the market price of imports; Rupees 2 per cent. on the amount purchase of exports (one-third excused in this article of customs only).

Luwazime Gutree Rupees 18 on every bale of Tatta piece goods exported.

Moree upon vessels of all burdens; Rupees 2-3·75 arriving, Rupees 2-1·75 departing.

Khirwara upon wheat, rice, jowaree; Rupees 2-2 the Rhinwar imported or exported; upon barley and paddy Rupees 1-1; the Rhinwar upon white grain Rupees 1-3.

Fees.

Moajdurea one pice upon every Rupee in the amount of customs.

Foujdaree Rupee 1 qr. 2 rs. 4 per cent. in the amount purchase.

Customs and fees on all importations and exportations by land.

Customs and fees upon all dealings with the Putan merchants.

Customs.

Rupees 3-1 per cent. upon sales and purchases (not excused).

Fees.

Booratun Rupee 1 per cent. upon sales and purchases; Moajdurea 1 pice on every Rupee amount customs; nut 2 pice and ⅓ on every camel-load.

Customs of Kurrachee upon all dealings of other merchants Rupees 4 and ½ per cent. on all; value of imports above Rupees 4, 3 pice on every Rupee, value below that sum, Rupees 2 per cent. on the market price of exports.

(These are the rates on all articles, but grain, excused).

Fees.

Booratun Rupee 1 per cent. on the market price of all imports or exports.

Nut 1 anna and ½ on every camel-load of grain coming or going ; 2 pice and ½ on every camel-load of other goods coming or going; Moajdurea 1 pice on every Rupee amount customs.

Dhurtoya 1 seer and ½ and 2 annas' weight on each Rhinwar of grain if brought from the country and immediately laden on boats; Choongee 24 seers on each Rhinwar, in the same circumstances.

Rates.

Rates on duty on distinct articles.

Upon every camel-load of indigo brought from Khorassan to be exported, if large, Rupees 22, if small, Rupees 15.

Upon assafœtida brought from Khorassan to be exported, Rupees 14 per 8 maunds.

Upon all articles besides those brought from up the country and immediately exported, Rupees 2 per cent. (not excused).

Fees.

Upon lead and iron, if purchased in Kurrachee and sent abroad, a fee to the Collector of Rupee 1 on each maund of lead, and on each maund of iron annas 8.

The Jagiredars, Patels, Magistrates, Collectors, and Farmers, at this period and hereafter, of the city of Tatta and of Shah-bunder in Sindh and in Lar, the dominions of the State, will understand that at this time N. Crow, Englishman, vakeel of the asylum of valor, wisdom, dignity, and intelligence, the Honourable Jonathan Duncan, Governor of Bombay and Surat, on the part of the noble, powerful, exalted, magnificent Company Bahadoor, the seat of splendor, strength and excellence, has reached our presence and requested an adjustment and settlement of affairs of commerce for the factory of his patrons. Intent, therefore, upon maintaining the friendship of the above-mentioned illustrious Company, we have directed an arrangement for the collection of customs upon merchandise, export and import, to and from foreign countries and ports, and sales and purchases in the dependencies of Sindh under our sovereignty. It is commanded that the collection of customs upon goods of commerce, export and import, to and from other countries and ports and purchases and sales in the territories of our government, be made according to the duties subjoined, as in the time of the deceased Prince Gholam Shah Kalhora, and no further exaction be exercised, and besides the English Resident no other person of the European nations shall be allowed to pass, repass, or trade. On the articles of saltpetre, liquid and crystalized, whenever in the territories of the State the English may choose to manufacture it, the customs are to be collected the same as during the reign of Meer Gholam Shah Kalhora; four beeghas of garden ground to be exempted from land or fee tax. Also the dulol, moody, washerman, miller, carpenter, bricklayer, and shroff, dependent on the factory, are according to the custom of the aforementioned reign, to be considered privileged, and not to be pressed on government service, nor compelled to purchase government property, that the agents of the English may with confidence and tranquility be industrious in the increase of their trade and our customs. On account of weight or measure of goods and the inspection of trunks and the Resident's clothes and baggage, no molestation shall be offered but his invoice and word be accepted; towards the building of any new factory of the English, every assistance must be given, and the hire of the labourers be paid by the English agent. In respect to demands on articles of consumption and apparel of the English and the crews of their ships, and the fee Mores on ships, boats and dingeys, the rules of Meer Gholam Shah's reign are to be observed. If by accident any ship or boat or dingey, belonging to the English, coming or going with goods to or from the factory in Sindh, should either on the sea coast or in the river be stranded or sunk, every assistance towards recovering he must

be given that she may be returned, and all expenses of labour must be discharged by the Resident of the English. On whatever goods of the English factory, from their countries, which not finding sale may be returned, the customs are to be regulated by the usage in force in the time of Gholam Shah Kalhora; no variation nor condition must be adopted.

Account of duties on all goods at Tatta, agreeably to the usage in the reign of Meer Gholam Shah Kalhora, according to the report of established imposts, signed by Sheikh Beg Mahomed and Ensur Doss, former Collectors at that place.

Munzillanes from 500 to 200 maunds' weight of goods brought from Shah-bunder to Tatta Ghaut, Tatta Rupees 106; from 300 to 600 maunds, Tatta Rupees 81; from 100 to 300 maunds, Tatta Rupees 56, under 100 maunds, 5 annas per maund if brought by water, and 2 annas per maund if by land. Koot, assafœtida, shawls, and northern piece goods, imported or exported, Rupee 1 and ½ Tatta price on the valuation in Chutney Rupees.

Woollens brought from Shah-bunder to pay 8 annas per maund.

On purchase of piece goods in Tatta sent to Shah-bunder or any of the dependencies of Sindh, the customs to be according to the usage of Gholam Shah Kalhora, or by the collections of Sheikh Hussein Zaradar, and fees of appraisement agreeably to the customs of other merchants.

Customs of the mint on stamping copper coins, Rupees 6 Chutney per maund.

On the valuation of ivory in Chutney Rupees, 9 Tatta Rupees per cent. to be collected from the purchaser.

Customs upon grain of the first sort, 12 annas per Rhinwar, and Wukia Nigarie, 12 annas per 300 Rhinwars; on the second sort, 6 annas per Rhinwar, and Wukia Nigarie, 12 annas per 300 Rhinwars; grain purchased in Tatta and exported, Tatta Rupees 3 duty upon each Rhinwar, and the fee of bales, Rupees 2 and ½, and Choongee from each Rhinwar 3 Togas.

Fees of permission to purchase grain and to export it to Shah-bunder, Tatta Rupee 1 and ½ per Rhinwar on the first sort, and 12 annas per Rhinwar on the second sort.

Chitty, Seelamuty and Manzillanee fees of passing and shipping, according to the practice in force among other merchants; small grain exported to Shah-bunder to pay Rupees 4 Chutney per cent. valuation.

Customs upon imported goods to be levied from the English at Rupee 1 and ½ Chutney per cent. on the valuation.

Customs upon saltpetre, liquid and crystallized, Rupee 1 and ½ Tatta per cent. valuation.

Fees on boats laden with goods brought from abroad, at Tatta Rupee 1 and 38 pice in full.

Moree upon hired boats to be levied from the owners, according to the custom of the country, and Tatta Rupee 1 upon those the property of the English.

Customs upon camels, horses, oxen, and other animals, Rupees 5 annas 12 per cent. valuation in full of all fees.

Customs upon burned and lacquered ware, as trays, boxes, etc., Tatta Rupee 1½ per cent. valuation.

Imports upon dried and green fruits, vegetables, pickles, etc., half the usual rates paid by the subjects of the country.

On hay purchased, Rupee 1 Chutney per 16 bundles; Rupee 1 upon eight loads of wood; Rupee 1 soortee upon 6 maunds chunam; and annas 2 per maund on lime burnt at home.

Gum produced in the garden to be sold to the Ziccadur on the same terms as by the husbandmen.

Customs upon timber used in building to be half what is established; Chobar and Rumbeybuney fees Tatta Rupee 1 upon every boat-load of goods coming and going, and Moree upon every hired boat according to customs.

Dutolles upon jukt goods annas 12 Chutney per cent.

Roosum Canoongo fees:—Water carriage from 500 to 2,000 maunds, Tatta Rupees 4; from 300 to 500 maunds, Rupees 3; from 100 to 300 maunds, Rupees 2 and ¦; Thokas, Barbundy, and Chobar, according to the rules in force during the time of Gholam Shah, upon all amounts under Rupees 100, Chutney pice 3 per Rupee. Goozur Swijee, the writer who could have given information on this head, is dead. The customs of Meer Gholam Shah Kalhora to be levied, besides which, the fee of equipment upon goods that formerly the Nukeemys used to receive as a kind of charity from the English factory in the time of the Collectorship of Chundy Ram is now comprised in the revenues of government and is at its disposal.

Account of customs at Shah-bunder, in the pergunnah of Rukahi, according to the usage in the time of Gholam Shah Kalhora, as by copy of the established rates signed and sealed by Sheikh Beg Mahomed and Ensur Doss, former Ziccadurs.

Imports from sea which in the time of Mahomed Murad-ul-Khan were subjected to customs and excused by Mir Gholam Shah, are now likewise excused.

Articles of Tatta exported from Shah-bunder to pay Tatta annas 7 and ½ per cent. on the invoice purchase turned into Chutney Rupees. Grain and ghee purchased in the pergunnah of Rakrata and exported to pay Tatta Rupee 1 and ½ per cent.

On articles brought up from the country through Tatta, according to the amount settled there, Tatta Rupee 1 per cent. when exported. Luwazimeh Pymany 1 Tryah upon each Rhinwar; ubwant ivory Tatta annas 12 upon 80 Rhinwar; ubwant Mulsulmany Tatta anna 1 each Rhinwar; Tatta annas 11 on every bundle of hides exported.

Luwazimeh Choongee 1 Nud on every 100 maunds of Chunnea exported annas 12 per cent. on the sale of ivory valued in Tatta Rupees.

Customs upon goods imported, which may afterwards be sent from the factory by land or water to Tatta.

Tatta Rupees 11 annas 7 on boat-loads above 100 maunds; Tatta annas 2 per maund land carriage. Upon grain purchased in Rakrala and sent to Tatta, 20 pice per Rhinwar of the first sort and 5 pice on the second sort, and Pymany 1 Tryah on each Rhinwar.

Customs of the zemindaree of Shah-bunder, according to the ancient rule in the time of Jam Dussir as above mentioned; Tatta Rupee 1 and ½ per cent. on all exports according to the English invoice, and annas 12 on imports.

Luwazimeh Munzillana, each boat Tatta Rupees 24, and 1 quarter 1 anna per maund land carriage; ivory sent up the country to Naseerpore and Hutty Kandy, annas 10 per cent. Tatta Rupees valuation. The Canoongo customs of Rakrala, according to the present usage.

Luwazimeh ivory, Tatta Rupee 1 and ½ upon 80 Rhinwars, exported or imported, of 8 maunds' weight, or else Rupees 100 per value each Rhinwar.

Luwazimeh Mulsulmany, ½ an anna each Rhinwar.

As all the established dates of the reign of Meer Gholam Shah Kalhora are not to be found, the customs to be collected in all places in Sindh and Lar, under the jurisdiction of the State, must be conformable to the copy of a perwannah of that time in their (the English) possession, namely, Tatta Rupee 1 and ½ per cent. customs and half the usual fees. Maitre Chundy Ram, Customs-master of Tatta and Shah-bunder, and Tar Umal and Man Umal, Collectors of Sindh and Lar, will act conformably to this without deviation or contradiction.

Dated 21st of Rulba-ool-Awul in the year of the Hegira 1214, or the 23rd of August 1799 of the Christian era.

By imperial command the purport of this Sunnud is to be observed from the date thereof.

The collectors and farmers, at the present time and hereafter, of the town of Kurrachee, will understand that Mr. Crow, Englishman, vakeel of the asylum of valour, wisdom, and intelligence, the Honourable Jonathan Duncan, Governor of Bombay and Surat, on the part of the exalted, renowned, and powerful English East India Company, has had the honour of rendering himself at our presence, and having by his fidelity, attention, and attachment cemented the union and friendship of the two governments, we have therefore, out of our gracious favour and particular regard to the satisfaction and convenience of the illustrious Company above mentioned, resolved to remit one-third of the fee of Foujdaree, which is one and a half per cent. on the value of all merchandize, and entirely to excuse the fee of moajdurea, and likewise the fee of moree on all dingeys and ships, for two importations of the same vessel in one year: you are by this writing instructed of our having granted these exemptions, and ordered to consider them in effect from the date of this Sunnud, and to act conformably.

Two-thirds of the fee of the Foujdaree and two-thirds of the Customs according to our former Sunnud, you ill not fail to recover and to carry to account.

Dated the 17th Leckyde 1214 of the Hegira, or 12th of April 1800 of the Christian era.

Issued from the presence.

The killedars and officers of the town of Kurrachee will understand that Mr. Crow, Englishman, being ranked by us amongst our sincere and faithful adherents, therefore, out of regard to him and respect to his patrons, we hereby direct that if he pass in or out of the gates of the fort with arms, you do not on that account offer him any molestation or hindrance, but in all your behaviour observe kindness and cordiality; you will consider this command peremptory.

Dated the 19th of Leckyde, or the 14th of April 1800.

No. IV.

TREATY with the AMEERS of SINDH, August 22nd, 1809.

ARTICLE 1.

There shall be eternal friendship between the British Government and that of Sindh, namely, Meer Gholam Ali, Meer Kureem Ali, and Meer Murad Ali.

ARTICLE 2.

Enmity shall never appear between the two States.

ARTICLE 3.

The mutual despatch of the vakeels of both governments, namely the British Government and Sindhian Government, shall always continue.

ARTICLE 4.

The Government of Sindh will not allow the establishment of the tribe of the French in Sindh.

Written on the 10th of the month of Rujeeb-ool-Moorujub in the year of the Hegira 1224, corresponding with the 22nd of August 1809.

MINTO.

Ratified by the Right Honourable the Governor-General at Fort St. George, the 16th of November 1809.

N. B. EDMONSTONE,

Secretary.

No. V.

TREATY between the HONOURABLE EAST INDIA COMPANY on the one hand and the AMEERS of SINDH on the other, November 9th, 1820.

The British Government and the Government of Sindh having in view to guard against the occurrence of frontier disputes, and to strengthen the friendship already subsisting between the two States, Mir Ismael Shah was invested with full power to treat with the Honourable the Governor of Bombay, and the following articles were agreed on between the two parties :—

ARTICLE 1.

There shall be perpetual friendship between the British Government on the one hand and Meer Kurreem Ali and Meer Murad Ali on the other.

ARTICLE 2.

Mutual intercourse by means of vakeels shall always continue between the two governments.

ARTICLE 3.

The Ameers of Sindh engage not to permit any European or American to settle in their dominions. If any of the subjects of either of the two States should establish their residence in the dominions of the other, and should conduct themselves in an orderly and peaceable manner in the territory to which they may emigrate, they will be allowed to remain in that situation; but if such fugitives shall be guilty of any disturbance or commotion, it will be incumbent on the local authority to take the offenders into custody, and punish or compel them to quit the country

ARTICLE 4.

The Ameers ot Sindh engage to restrain the depredations of the Khoosas and all other tribes and individuals within their limits, and to prevent the occurrence of any inroad into the British dominions.

M. ELPHINSTONE.

Bombay, 9th November 1820.

In the name of the Merciful God. This is the Treaty which I, Meer Ismael Shah, vakeel of Shah Meer Kureem Ali Khan Rookn-ood-Dowla and Meer Shah Murad Ali Khan Ameer-ood-Dowla, concluded with Mr. Elphinstone, Governor of the populous port of Bombay, on Thursday, in the month of Suffer 1236 Hegira. If it pleases God, there will be no difference to a hair's breadth.

SEAL OF ISMAEL SHAH.

NOTE.—The foregoing Treaty was approved by the Supreme Government on the 10th February 1821.

No. VI.

TREATY with MEER ROOSTUM KHAN, CHIEF of KHEIRPORE,—1832.

A Treaty, consisting of four Articles, having been concluded on the 2nd Zeekad 1247 A.H., corresponding with the 4th April 1832, between the Honourable East

India Company and Meer Roostum Khan, Talpore, Bahadoor, Chief of Kheirpore, in Sindh, through the agency of Lieutenant-Colonel Henry Pottinger, envoy on the part of the British Government, acting under the authority vested in him by the Right Honourable Lord William Cavendish Bentinck, G.C.B., and G.C.H., Governor-General of the British possessions in India, this engagement has been given in writing, at Simla, this day the 19th June 1832, both in English and Persian, in token of the perfect confirmation and acknowledgment of the obligations which it contains in the manner following:—

ARTICLE 1.

There shall be eternal friendship between the two States.

ARTICLE 2.

The two contracting powers mutually bind themselves from generation to generation never to look with the eye of covetousness on the possessions of each other.

ARTICLE 3.

The British Government having requested the use of the river Indus and the roads of Sindh for the merchants of Hindoostan, etc., the Government of Kheirpore agrees to grant the same within its own boundaries, on whatever terms may be settled with the Government of Hyderabad, namely, Meer Murad Ali Khan, Talpore.

ARTICLE 4.

The Government of Kheirpore agrees to furnish a written statement of just and reasonable duties to be levied on all goods passing under this Treaty, and further promises that traders shall suffer no let or hindrance in transacting their business.

W. C. BENTINCK.

No. VII.

TREATY with the GOVERNMENT of HYDERABAD in SINDH,—1832.

A Treaty, consisting of seven Articles, having been concluded on the 18th Zechy 1247 A.H., corresponding with 20th April 1832, between the Honourable East India Company and His Highness Meer Murad Ali Khan, Talpore, Bahadoor, ruler of Hyderabad, in Sindh, through the agency of Lieutenant-Colonel Henry Pottinger, envoy on the part of the British Government, acting under the authority vested in him by the Right Honourable Lord William Cavendish Bentinck, G.C.B., and G.C.H., Governor-General of the British possessions in India, this engagement has been given in writing, at Simla, this day the 19th June 1832, both in

English and Persian, in token of the perfect confirmation and acknowledgment of the obligations which it contains, in the manner following :—

ARTICLE 1.

That the friendship provided for in former Treaties between the British Government and that of Sindh, remain unimpaired and binding, and that this stipulation has received additional efficacy through the medium of Lieutenant-Colonel Pottinger, envoy, etc., so that the firm, connecting and close alliance now formed between the said States shall descend to the children and successors of the house of the above named Meer Murad Ali Khan, principal after principal from generation to generation.

ARTICLE 2.

That the two contracting powers bind themselves never to look with the eye of covetousness on the possessions of each other.

ARTICLE 3.

That the British Government has requested a passage for the merchants and traders of Hindoostan by the river and roads of Sindh, by which they may transport their goods and merchandize from one country to another, and the said Government of Hyderabad hereby acquiesces in the same request on the three following conditions :—

1st.—That no person shall bring any description of military stores by the above river or roads.

2nd.—That no armed vessels or boats shall come by the said river.

3rd.—That no English merchants shall be allowed to settle in Sindh, but shall come as occasion requires, and having stopped to transact their business, shall return to India.

ARTICLE 4.

When merchants shall determine on visiting Sindh, they shall obtain a passport to do so from the British Government, and due intimation of the granting of such passports shall be made to the said Government of Hyderabad by the Resident in Kutch, or other officer of the said British Government.

ARTICLE 5.

That the Government of Hyderabad having fixed certain proper and moderate duties to be levied on merchandize and goods proceeding by the aforesaid routes, shall adhere to that scale, and not arbitrarily and despotically either increase or lessen the same, so that the affairs of merchants and traders may be carried on without stop or interruption, and the custom-house officers and farmers of revenue of the Sindh government are to be specially directed to see that they do not delay the said merchants on pretence of awaiting for fresh orders from the government, or in the collection of the duties, and the said government is to promulgate a Tariff or Table of Duties leviable on each kind of goods, as the case may be.

ARTICLE 6.

That whatever portions of former Treaties entered into between the two States have not been altered and modified by the present one remain firm and unaltered, as well as those stipulations now concluded, and by the blessing of God no deviation from them shall ever happen.

ARTICLE 7.

That the friendly intercourse between the two States shall be kept up by the despatch of vakeels whenever the transaction of business, or the increase of the relations of friendship, may render it desirable.

W. C. BENTINCK.

SUPPLEMENTAL to the TREATY with the GOVERNMENT of HYDERABAD, in SINDH.

The following Articles of engagement having been agreed on and settled on the 22nd April 1832 between the Honourable East India Company and His Highness Meer Murad Ali Khan, Talpore, Bahadoor, ruler of Hyderabad, in Sindh, as supplemental to the Treaty concluded, on the 20th April 1832, through the agency of Lieutenant-Colonel Henry Pottinger, envoy on the part of the said Honourable East India Company, under full power and authority vested in him by the Right Honourable Lord William Cavendish Bentinck, G.C.B., and G.C.H., Governor-General of the British possessions in India, this engagement has been given in writing, at Simla, this day the 19th June 1832, both in English and Persian, in token of the perfect confirmation and acknowledgment of the obligations which it contains, in the manner following:—

ARTICLE 1.

It is inserted in the 5th Article of the Perpetual Treaty that the Government of Hyderabad will furnish the British Government with a statement of duties, etc., and after that the officers of the British Government who are versed in affairs of traffic will examine the said statement. Should the statement seem to them to be fair and equitable and agreeable to custom, it will be brought into operation and will be confirmed; but should it appear too high, His Highness Meer Murad Ali Khan, on hearing from the British Government to this effect through Colonel Pottinger, will reduce the said duties.

ARTICLE 2.

It is as clear as noonday that the punishment and suppression of the plunderers of Parkhur, the Thull, etc., is not to be effected by any one government, and as this measure is incumbent on and becoming the States as tending to secure the welfare and happiness of their respective subjects and countries, it is hereby stipulated that on the commencement of the ensuing rainy season, and of which Meer Murad Ali Khan shall give due notice, the British, Sindh, and Jodhpore governments shall direct their joint and simultaneous efforts to the above object.

ARTICLE 3.

The governments of the Honourable East India Company and of Khairpore, namely, Meer Roostum, have provided, in a Treaty concluded between the States, that whatever may be settled regarding the opening of the Indus at Hyderabad shall be binding on the said contracting powers. It is therefore necessary that copies of the Treaty should be sent by the British and Hyderabad governments to Meer Roostum Khan for his satisfaction and guidance.

W. C. BENTINCK.

No. VIII.

COMMERCIAL TREATY between the HONOURABLE the EAST INDIA COMPANY and the GOVERNMENT of HYDERABAD in SINDH, dated 2nd July 1834.

Whereas in the 1st Article of the Supplemental Treaty concluded between the Honourable East India Company and the Government of Hyderabad on the 22nd day of April 1832, corresponding with the 20th of Zeekad 1247 Hegira, it was stipulated that the Government of Hyderabad was to furnish the British Government with a statement of duties, etc., and "after that the officers of the British Government who are versed in affairs of traffic shall have examined the same statement, should the statement seem to them to be fair and equitable and agreeable to custom, it will be brought into operation and will be confirmed; but should it appear too high, His Highness Meer Murad Ali Khan, on hearing from the British Government to this effect, through Colonel Pottinger, will reduce the said duties". Now according to the terms of the above stipulation, the contracting States having made due inquiry, hereby enter into the following agreement:—

ARTICLE 1.

In lieu of a duty on goods proceeding up or down the river Indus, in virtue of the 5th Article of the perpetual Treaty of Hyderabad, there shall be levied on the rivers, between the sea and Roopur, a toll on each boat of Tatta Rupees 19 per Tatta khurrar, of which amount Rupees 8 shall be receivable by the governments of Hyderabad and Kheirpore, and Rupees 11 by the other States possessing dominions on the banks of the rivers, namely, His Highness Bhawul Khan, Maharaja Runjeet Singh, and the Honourable the East India Company.

ARTICLE 2.

To obviate any cause whatever of trouble or inconvenience to traders and merchants during their progress, and also to prevent disputes and doubts and consequent altercation and delay, touching the size of boats the toll is fixed on 30 Tatta khurrars. Be a boat large or small, she will pay toll according to this, and whether she measures 5 khurrars or 100 khurrars, she will be reckoned as one of 30.

ARTICLE 3.

The portion of the toll above described, appertaining to Sindh, and amounting to Tatta Rupees 240 on each boat, shall be levied at the bunder or port of the mouth of the river where the cargoes are transferred from the river to the sea boats, and *vice versâ* and divided as the governments of Hyderabad and Kheirpore may think best.

ARTICLE 4.

For the purpose of assisting in the realization of the toll due to Sindh, also in the speedy and satisfactory adjustment of disputes which may happen to occur amongst the merchants, boatmen, and others on the questions of hire, etc., as well as with a view to the preservation and augmentation of the amicable relations which happily subsist, between the States, it is settled that a British Agent (who shall not be an European gentleman) under the authority of Lieutenant-Colonel Henry Pottinger, Agent to the Governor-General of India for the affairs of Sindh, shall reside at the bunder or port at the mouth of the river where cargoes are transferred from one description of boat to another; and the British Government binds itself that the said Agent shall neither engage in trade, nor interfere in any way with the fiscal or any other affairs of the Sindh government. It is further settled that, when occasion connected with this Treaty may render it advisable, the Governor-General's Agent for the affairs of Sindh shall have the power of deputing one of his Assistants to the above described bunder or port, to settle any discussions that may have arisen; after doing which he is to return to Bhooj.

ARTICLE 5.

For the more perfect fulfilment of this Treaty, it is hereby distinctly stipulated that should any portion, however small or great, or of whatever description, of the merchandize or goods on board any boat passing up or down the river, be landed for sale by a merchant or merchants, such portion of merchandize or goods, whatever may be its quantity or quality, shall instantly become subject to the existing local duties as levied by the respective governments within their own territories; the purpose of the toll agreed to by this Treaty being not to supersede or set aside the established dues of the different States, but to repay the expense to which the governments will necessarily be subjected in affording the customary protection to the trade in transit on the river. It will be perfectly understood from this 5th Article that the governments have no claim to duties on merchandise merely passing up or down the river, and that the toll is all that is to be demanded, but should any portion, however small or large, of goods be landed and sold, that the usual duties will be levied.

Written on the 2nd day of July 1834, corresponding with the 24th of Suffer 1250 A.H.

W. C. BENTINCK.

FREDERICK ADAM.

W. MORISON.

ED. IRONSIDE.

Ratified by the Governor-General in Council at Ootacamund on 2nd September 1834.

W. H. MACNAGHTEN,
Secy. to Govt. of India.

No. IX.

COMMERCIAL ARTICLES entered into with the GOVERNMENT OF HYDERABAD, in SINDH, by COLONEL HENRY POTTINGER, AGENT to the GOVERNOR-GENERAL for the affairs of Sindh, in virtue of authority vested in him by the RIGHT HONOURABLE LORD AUCKLAND, G.C.B., GOVERNOR-GENERAL of INDIA in COUNCIL,—1836.

PROPOSAL 1ST.

The coast of Sindh has no hills, and is so low and level that it is very difficult and even sometimes impossible to discover the proper entrance to the mouths of the river. Permission is therefore requested to lay down buoys in the water, and to erect wooden landmarks on the shore at the proper spots, which buoys and marks can be changed when alterations take place in the river.

ANSWER 1ST.

Agreed.—Beacons may be erected on shore, and buoys laid down in the water, and changed as may become requisite from alterations in the river.

PROPOSAL 2ND.

Cases will sometimes occur, notwithstanding these precautions, in which from foul winds or storms, vessels intending to come into the river will not be able to do so, and they must in that event seek for shelter in any port they can reach. The examination of the whole of the coasts and harbours of Kutch and Sindh from Mandavee to Kurrachee has therefore been ordered, and His Highness is requested to instruct his officers to this effect. Vessels of war will not be employed on this duty, and when the harbour of Kurrachee is to be examined (which it has not been since the mission of Mr. Smith in the year of the Hegira 1224), the officer will make a special

ANSWER 2ND.

Agreed.—A boat and men will be furnished when applied for.

application, through the Agent, for a perwannah to the Nawab of Kurrachee, to furnish a small boat, and one or two experienced men to assist.

PROPOSAL 3RD.

The anchorage fees (mohoree) on boats at Kikkur varies agreeable to their size. To prevent disputes and to encourage the resort of merchants to that and the other bunders at the mouths of the river, these fees are recommended to be reduced and defined, in order that information thereof may be given to the merchants concerned.

ANSWER 3RD.

The settlement of this matter is left to Colonel Pottinger, and the officers of this government (Hyderabad) will be ordered to levy such anchorage fee as he may fix.

N. B.—Colonel Pottinger decided that each boat should pay half a Rupee in addition to the toll established by Treaty.

PROPOSAL 4TH.

Syud Azimooddeen Hossein, the Native Agent appointed by the Governor-General to reside at the mouths of the river, has arrived with me and is now about to proceed to his station. It is begged that His Highness will give orders to all the authorities to be kind and attentive to the Syud, and to refer to him in the event of any disputes about the toll on the sea, or river boats, or other matters which are to be strictly guided by Treaty, and any extra duties or demands not authorized by it to be positively prohibited.

ANSWER 4TH.

Agreed.—The officers of this government (Hyderabad) will receive particular instructions to the effect proposed.

PROPOSAL 5TH.

As the best season for sending goods up the river happens to be that at which they cannot be imported by sea, it becomes requisite to make some arrangement on this account. It is therefore to be arranged that all persons bringing goods to carry up the river may land them and place them in a warehouse or stores at Kikkur or Tatta, under the seal of the Native Agent

ANSWER 5TH.

Agreed.—Goods may be either warehoused, as proposed, at Kikkur or Tatta.

before mentioned, until the proper season for their despatch up the river arrives. Any portion of such goods if sold at any time will of course be subject to the duties established by Treaty, and after they are once stored, no package is to be removed or opened without the leave of the Native Agent, else the full duties must be paid on such package.

PROPOSAL 6TH.

It is the wish of the Governor-General to establish fairs, to be held annually, and to which merchants from all nations would bring their goods and sell or exchange them for those of others. Thus merchants from Bulkh, Bokhara, Toorkistan, Cabool, etc., would bring the production of those countries and exchange them for the produce of Europe, India, etc., which would be brought from India and Sindh by their merchants. If the Government of Sindh would give due encouragement, one of these fairs might be established in its territories, which would be a great source of wealth to the people and increase of revenue to the State. It is intended to propose to Maharajah Runjeet Singh to have one of these fairs held at Methunkote, or some place in that neighbourhood; and should the Ameers of Sindh approve of it, a similar one might be held yearly at Tatta.

ANSWER 6TH.

Agreed.—A fair may be established and held either at Tatta or Kikkur.

PROPOSAL 7TH.

The Governor-General of India directs me to explicitly state that he looks to the Government of Sindh to keep the Muzarees in complete check and to suggest how this is to be done effectually. If my advice is required, I will be ready to give it.

ANSWER 7TH

The restraining and punishing of the Muzarees rests with this government (Hyderabad). When the Seikh troops are removed, what power have the Muzarees to disturb the country or molest boats? This government binds itself to be responsible for them.

PROPOSAL 8TH.

The Hyderabad government must say distinctly whether it is responsible for the acts of the Kheirpore and Meerpore Ameers, as connected with the river and traffic by it, because if not, it will be requisite to enter into separate engagement with them, a measure which has been hitherto avoided out of respect to the paramouncy of Noor Mahomed Khan.

ANSWER 8TH.

This government (Hyderabad) is responsible as herein described.

PROPOSAL 9TH.

Amongst the minor arrangements the Ameer's sanction is required to cutting down the jungle along the banks of the river, where it may be found necessary to do so to facilitate tracking.

ANSWER 9TH.

Agreed to, with the exception of those parts of the river banks which are occupied by the Ameer's hunting preserves (shikargahs), which would be injured by cutting down the trees and jungle. All trees that may fall into the water and impede the progress of boats will be removed by persons belonging to the Sindh government, but not at its expense.

PROPOSAL 10TH.

The general superintendence of a British officer seems to the Governor-General and to Colonel Pottinger to be almost indispensable to give effect to the views of the British Government, to the cordial aid and union of that of Sindh, and to the prevention of disputes correspondence, etc.

ANSWER 10TH.

This proposition is already met by the perpetual Treaty. A gentleman may come whenever it is expedient and stay two or three months. To this no objection will be offered.

PROPOSAL 11TH.

It is to be observed that the governments must not be deterred from commencing on some of these arrangements by the apparent difficulty of effecting them. Every important matter looks difficult at first, but all obstacles give way to exertion and encouragement in the course of time.

ANSWER 11TH.

No difficulty can possibly exist where the friendship *is sincere*.

Dated at Hyderabad on the 18th of Shaban 125? Hegira, or 28th of November 1836.

No. X.

TREATY between the HONOURABLE EAST INDIA COMPANY and the AMEERS of SINDH, CONCLUDED by COLONEL HENRY POTTINGER, Agent to the Governor-General for Sindh, on the one part, and THEIR HIGHNESSES MEER NOOR MAHOMED KHAN and MEER NUSSEER MAHOMED NUSSEER KHAN, on the other, April 20th, 1838.

ARTICLE 1.

In consideration of the long friendship which has subsisted between the British Government and the Ameers of Sindh, the Governor-General in Council engages to use his good offices to adjust the present differences which are understood to subsist between the Ameers of Sindh and Maharaja Runjeet Sing, so that peace and friendship may be established between the two States.

ARTICLE 2.

In order to secure and improve the relations of amity and peace which have so long subsisted between the Sindh State and the British Government it is agreed that an accredited British Minister shall reside at the Court of Hyderabad, and that the Ameers of Sindh shall also be at liberty to depute a vakeel to reside at the Court of the British Government; and that the British Minister shall be empowered to change his ordinary place of residence as may from time to time seem expedient, and be attended by such an escort as may be deemed suitable by his government.

Ratified by the Right Honourable the Governor-General at Simla, this 20th day of April 1838.

AUCKLAND.

No. XI.

TREATY between the HONOURABLE EAST INDIA COMPANY and HIS HIGHNESS MEER ROOSTUM KHAN of KHEIRPORE,—1838.

ARTICLE 1.

There shall be perpetual friendship, alliance, and unity of interest between the Honourable East India Company and Meer Roostum Khan, Talpore, and his heirs and successors, from generation to generation, and the friends and enemies of one party shall be the friends and enemies of both.

ARTICLE 2.

The British Government engages to protect the principality and territory of Kheirpore.

ARTICLE 3.

Meer Roostum Khan and his heirs and successors will act in subordinate co-operation with the British Government, and acknowledge its supremacy, and not have any connexion with any other Chiefs and States.

ARTICLE 4.

The Ameer, and his heirs and successors, will not enter into negotiation with any Chief or State without the knowledge and sanction of the British Government; but the usual amicable correspondence with friends and relations shall continue.

ARTICLE 5.

The Ameer, and his heirs and successors, will not commit aggressions on any one. If by accident any dispute arise with any one, the settlement of it shall be submitted to the arbitration and award of the British Government.

ARTICLE 6.

The Ameer will furnish troops according to his means at the requisition of the British Government, and render it all and every necessary aid and assistance throughout his territory during the continuance of war, and approve of all the defensive preparations which it may make while the peace and security of the countries on the other side of the Indus may be threatened. But the British Government will not covet a dám or dèram of the territories enjoyed by His Highness and his heirs, nor the fortresses on this bank or that bank of the river Indus.

ARTICLE 7.

The Ameer, and his heirs and successors, shall be absolute rulers of their country, and the British jurisdiction shall not be introduced into that principality, nor will any of the Baloches servants, dependants, relatives, or subjects of the Ameer be listened to should they complain against the said Ameer.

ARTICLE 8.

In order to improve, by every means possible, the growing intercourse by the river Indus, Meer Roostum Khan promises all co-operation with the other powers in any measures which may be hereafter thought necessary for extending and facilitating the commerce and navigation of the Indus.

ARTICLE 9.

In order to further secure the relations of amity and peace which have so long subsisted between the Kheirpore State and the British Government, it is agreed that an accredited British Minister shall reside at the Court of Kheirpore, and that the Ameer shall also be at liberty to depute an Agent to reside at the Court

of the British Government, and the British Minister shall be empowered to change his ordinary place of residence as may from time to time seem expedient, and be attended by such an escort as may be deemed suitable by his government.

ARTICLE 10.

This Treaty of nine Articles having been concluded, and signed and sealed by Lieutenant Colonel Sir A. Burnes, Knight, envoy on the part of the Right Honourable George Lord Auckland, G.C.B., Governor-General of India, and Meer Roostum Khan, on the part of himself, Chief of Kheirpore, the ratification by the Right Honourable the Governor-General shall be exchanged within forty-five days from the present date.

Done at Kheirpore, this 24th day of December 1838, corresponding with the 6th day of Shawal A. H. 1254.

ALEX. BURNES,
Envoy to Kheirpore.

Ratified by the Right Honourable the Governor-General of India in Camp Bhagapoorana on the 10th January 1839.

H. TORRENS,
Offg. Secy. to the Govt. of India with the Governor-General.

SEPARATE ARTICLE,—1838.

Since the British Government has taken upon itself the responsibility of protecting the State of Kheirpore from all enemies now and hereafter, and neither coveted any portion of its possessions nor fortresses on this side or that side of the Indus, it is hereby agreed upon by Meer Roostum Khan, his heirs and successors, that if the Governor-General, in time of war, should seek to occupy the fortress of Bukker as a depôt for treasure and munitions, the Ameer shall not object to it.

This separate Article having been concluded, signed and sealed by Lieutenant-Colonel Sir Alexander Burnes, Knight, envoy on the part of the Right Honourable George Lord Auckland, G.C.B., Governor-General of India, and Meer Roostum Khan, on the part of himself, Chief of Kheirpore, the ratification by the Right Honourable the Governor-General shall be exchanged within forty-five days from the present date.

Done at Kheirpore, this 24th day of December 1838, corresponding with the 6th day of Shawal A. H. 1254.

A. BURNES,
Envoy to Kheirpore.

The GOVERNOR-GENERAL to MEER ROOSTUM KHAN, of KHEIRPORE, Camp Bhagapoorana, 10th January 1839.

The judicious mediation of your friend Sir A. Burnes, the highly esteemed and able Agent of my government now with you, has by the blessing of God brought about the establishing of our mutual good understanding by Treaty on a firm and lasting basis.

The support afforded to you by the guarantee of the British Government will, I am well assured, prove a source of future strength, and, if it be God's will, of continued prosperity, to your country; and I am glad to acknowledge the advantages which I hope to derive from your alliance and support in the warlike operations which I am about to undertake.

Having entered into a Treaty with Your Highness in all honesty and good faith I should be sorry to find any part of the written agreement between us so worded as to leave either your successors or mine under the supposition that we concluded our compact in a spirit, on the one side or the other, of any thing like jealousy or distrust.

The mention, however, of a previous written agreement, in every instance, as to the temporary character of the occasional occupation of Sindh by the English, is calculated to convey this unpleasant idea.

I have therefore struck it out; and in place of inserting a sentence which casts a doubt on the sincerity of our intentions, I address you this friendly letter, as a lasting assurance of the plain meaning and purpose of the words of the separate Article, namely, that the British shall avail themselves of the fort of Bukker, the citadel of their ally the Meer of Kheirpore, only during actual war and periods of preparing for war like the present.

I trust that this mode of re-assuring Your Highness will have the double effect of setting your mind at ease and of putting you in possession of a written testimony to my intentions, such as may remain among your records in pledge of the sincerity of the British Government.

I have, etc.,
AUCKLAND.

AGREEMENT with MEER MOBARIK KHAN, of KHEIRPORE.—1838.

Whereas Treaties of firm friendship and sincere amity have long been established between the government of the East India Company and that of Kheirpore, in Sindh, at the present time, agreeably to the request and desire of His Highness Meer Roostum Khan, Talpore, and for the satisfaction of His Highness Meer Mobarik Khan, Talpore, the following additional agreement has been made through the agency of Lieutenant-Colonel Sir Alexander Burnes, Knight, envoy on the part of the Governor-General, in virtue of full powers vested in him by the Right Honourable George Lord Auckland, G.C.B., Governor-General of India, etc., etc., etc.

The East India Company hereby agrees never to covet one real of the revenue of the share of Sindh in possession of Meer Mobarik Khan, nor to interfere in its internal management.

The said Company further agrees to preserve the same friendly relation towards the said Meer Mobarik Khan and his descendants that it does towards Meer Roostum Khan, in conformity with the terms of the Treaty now made with His Highness Meer Roostum Khan.

Done at Kheirpore, this 28th day of December 1838, corresponding with the 11th day of Saval 1254 A.H.

A. BURNES.

Ratified by the Right Honourable the Governor-General, Camp Dunowla, on the 16th of January 1839.

H. TORRENS,
Offg. Secy. to the Govt. of India with the Governor-General.

The same to Mir Muhammad Khan and Mir Ali Murad Khan.

No. XII.

AGREEMENT for the surrender of KURRACHEE, February 7th, 1839.

Hassel Ben Butcha Khan, Subadar in the employ of the Governor of the fort and town of Kurrachee, and the late Commandant of the fort on the point at the entrance of the harbour, has been this third day of February one thousand eight hundred and thirty-nine sent on board Her Britannic Majesty's Ship *Wellesley* by the said Governor (Khyer Mahomed) with full powers to treat with the British authorities for the surrender of the said fort and town of Kurrachee, accompanied by Synah Khan, in the service of Meer Noor Mahomed, who had been sent for the same purpose by Ali Rakhi to treat on the part of the civil government of the town.

It is, therefore, this day agreed by the said Hassel Ben Butcha Khan and Synah Khan, in the name of the said two Governors on the one part and His Excellency Rear Admiral Sir Frederick Lewis Maitland, K.C.B., Commander-in-Chief of Her Britannic Majesty's naval forces in the East Indies, and Brigadier Thomas Valiant, K.H., Commanding the British reserve Military force in Sindh, in the name and on behalf of the Honourable East India Company, on the other part.

ARTICLE 1.

That the full possession of the fort and town of Kurrachee shall be this day given up by the aforesaid Governor to the British forces.

ARTICLE 2.

That the British land forces under the command of the said Brigadier Valiant shall this day, or as soon after as the Brigadier may deem it convenient, be allowed to encamp near the town, and that such boats shall be supplied by the native government as may be required by the British army upon payment of the usual boat hire for them, as also such camels and other means of conveyance as may be hereafter necessary, upon the like terms; as well as that all kinds of provisions and other supplies shall be furnished for the use of the said British forces as they may stand in need of and require, the same being paid for at the usual rates of the country.

In consequence of the fulfilment of these terms, the British officers before mentioned agree, in the name of the Honourable East India Company, that the persons and property of all the inhabitants of the fort and town of Kurrachee shall be held sacred, and that they shall be at liberty to carry on their business as heretofore; that their trading vessels shall be allowed to enter the port, and trade as usual without the slightest interruption; and further that the civil government of Kurrachee shall be carried on by the authorities of the place.

In witness whereof we have, this third day of February one thousand eight hundred and thirty-nine set our hands hereunto, on board Her Britannic Majesty's Ship *Wellesley*, off Kurrachee.

FRED. LEWIS MAITLAND,
Rear Admiral and Commander-in-Chief of H. B. M. Naval Forces in India.

T. VALIANT,
Brigadier, Commanding Reserve Force in India.

The × mark of Hassel Ben Butcha.

The × mark of Synah Khan.

We, whose signatures are hereunto attached, ratify the above as the acts of our servants, in which we fully concur.

The × mark of Khyer Mahomed.

The × mark of Ali Rakhi.

Witness, this 7th day of February 1839.

J. GRAY,
Her Majesty's 10th Regiment.

T. POSTANS,
Lieut. Interpreter to Reserve Force.

No. XIII.

TREATY between the BRITISH GOVERNMENT and the AMEERS OF HYDERABAD, *viz.*, MEER NOOR MAHOMED KHAN, MEER NUSSEER MAHOMED KHAN, MEER MEER MAHOMED KHAN, and MEER SOBDAR KHAN,—1839.

Whereas Treaties of friendship and amity have from time to time been entered into between the British Government and the Ameers of Sindh; and whereas circumstances have lately occurred which render it necessary to revise those Treaties; and a separate Treaty has already been concluded between the British Government and Meer Roostum Khan of Kheirpore; the following Articles have been agreed upon by the contracting parties:—

ARTICLE 1.

There shall be lasting friendship, alliance, and unity of interest between the Honourable East India Company and the Ameers of Hyderabad, Meer Noor Mahomed Khan, Meer Nusseer Mahomed Khan, Meer Meer Mahomed Khan, and Meer Sobdar Khan.

ARTICLE 2.

A British force shall be maintained in Sindh and stationed at Tatta, or such other place westward of the river Indus as the Governor-General of India may select. The Governor-General will decide upon the strength of this force, which it is not intended shall exceed 5,000 fighting men.

ARTICLE 3.

Meer Noor Mahomed Khan, Meer Nusseer Mahomed Khan, and Meer Meer Mahomed Khan bind themselves to pay severally the sum of one lakh of Rupees, being three lakhs of Rupees altogether of the Company's currency, or of that called Bakkroo, or Timooree, in part payment of the expense of the British force every year. Meer Sobdar Khan is exempted from all contribution to the expense of this force.

ARTICLE 4.

The British Government takes upon itself the protection of the territories now possessed by the Ameers of Hyderabad from all foreign aggression.

ARTICLE 5.

The four Ameers, party to this Treaty, shall remain absolute rulers in their respective principalities; and the jurisdiction of the British Government shall not be introduced into their territories. The officers of the British Government will not listen to or encourage complaints against the Ameers from their subjects.

ARTICLE 6.

The four Ameers, being confirmed in their present possessions by the preceding Article, will refer to the Resident in Sindh any complaint of aggression which

one of them may have to make against another; and the Resident, with the sanction of the Governor-General, will endeavour to mediate between them and settle their differences.

ARTICLE 7.

In case of aggressions by the subjects of one Ameer on the territories of another, and of the Ameer by whose subjects such aggressions are made declaring his inability to prevent them in consequence of the offending parties being in rebellion to his authority, on a representation of the circumstances being made to the Governor-General by the Resident, the Governor-General will, if he sees fit, order such assistance to be afforded as may be requisite to bring the offenders to punishment.

ARTICLE 8.

The Ameers of Sindh will not enter into any negotiation with any foreign Chief or State without the knowledge and sanction of the British Government; their amicable correspondence with friends and relations may continue.

ARTICLE 9.

The Ameers of Sindh will act in subordinate co-operation with the British Government for purposes of defence, and shall furnish for the service of the British Government a body of 3,000 troops, horse and foot, whenever required; these troops, when employed with the British forces, will be under the orders and control of the commanding officer of the British forces. The Sindh contingent troops, if employed under British officers beyond the Sindh frontier, will be paid by the British Government.

ARTICLE 10.

The Bakkroo or Timooree Rupee current in Sindh and the Honourable Company's Rupee being of equal value, the currency of the latter coin shall be admitted in the Sindh territories. If the officers of the British Government establish a mint within the territories of the Ameers, parties to this Treaty, and there coin the Bakkroo or Timooree Rupee, the Ameers shall be entitled, after the close of the present military operations in Afghanistan, to a seigniorage on the coinage according to the customs of the country.

ARTICLE 11.

No toll will be levied on trading boats passing up or down the river Indus, from the sea to the northernmost point of that stream within the territories of the Ameers of Hyderabad.

ARTICLE 12.

But any merchandise landed from such boats on their passage up or down the river and sold shall be subject to the usual duties of the country; provided always that goods sold in a British camp or cantonment shall be exempt from the payment of duty.

ARTICLE 13.

Goods of all kinds may be brought by merchants and others to the mouths of the Indus (Gorabaree) at the proper season, and kept there at the pleasure of the owners till the best period of the year for sending them up the river; but should any merchant land and sell any part of his merchandize, either at Gorabaree or anywhere else (except at the British cantonment), such merchant shall pay the usual duties upon them.

ARTICLE 14.

The provisions of this Treaty agreed upon by the Governor-General of India on the one part, and the Ameers Meer Noor Mahomed Khan, Meer Nusseer Mahomed Khan, Meer Meer Mahomed Khan, and Meer Sobdar Khan on the other part, shall be binding for ever on all succeeding governments of India, and on the heirs and successors of the said Ameers in perpetuity; all former Treaties between the contracting parties not rescinded by the provisions of this engagement remaining in force.

This Treaty, consisting of fourteen Articles, having been signed in quadruplicate by the Right Honourable George Lord Auckland, G.C.B., Governor-General of India, at Bussee, on the 11th day of March 1839, one of these four documents will be separately granted, through Colonel H. Pottinger, Resident, Hyderabad, the negotiator of the Treaties, to each of the four Ameers on his delivering a counterpart engagement, under his seal and signature, to the British Resident in Sindh, Colonel H. Pottinger.

AUCKLAND.

Dated the 11th March 1839.

No. XIV.

TREATY of fourteen Articles between the BRITISH GOVERNMENT and the AMEER of MEERPORE, MEER SHER MAHOMED KHAN,—1841.

Whereas Treaties of amity and friendship have been concluded between the Honourable East India Company and the Ameers of Hyderabad, a separate Treaty on the same principle is now entered into between that power and His Highness Meer Sher Mahomed Khan of Meerpore, and the following Articles have been agreed upon by the contracting parties:—

ARTICLE 1.

That there shall be lasting friendship, alliance, and unity of interests between the Honourable East India Company and the Ameer of Meerpore, Meer Sher Mahomed Khan.

ARTICLE 2.

Meer Sher Mahomed Khan binds himself to pay every year the sum of half a lakh of Rupees (50,000) of the Company's currency in part payment of the expense of the British force stationed in Sindh, *viz.*, on the 1st of February of each year.

ARTICLE 3.

The British Government takes upon itself the protection of the territory now possessed by the Ameer of Meerpore from all foreign aggression.

ARTICLE 4.

Meer Sher Mahomed Khan shall remain sole ruler in his principality, and the jurisdiction of the British Government shall not be introduced into his territory; the officer of the British Government will not listen to or encourage complaints against the Ameer from his subjects.

ARTICLE 5.

The Ameer being confirmed in his present undisputed possessions by the preceding Article, will refer to the British representative in Sindh any complaint of aggression which he may make against any of the other Ameers; and the Political Agent, with the sanction of the Governor-General, will endeavour to mediate between them and settle their differences.

ARTICLE 6.

The territories at present disputed between Meer Sher Mahomed Khan and the Ameers of Hyderabad shall be submitted to the decision of arbitrators appointed by both parties and an umpire appointed by the Political Agent.

ARTICLE 7.

In case of aggression by the subjects of one Ameer on the territories of another, and of the Ameer by whose subjects such aggressions are made declaring his inability to prevent them in consequence of the offending parties being in rebellion to his authority, on a representation of the circumstances being made to the Governor-General by the Political Agent, the Governor-General will, if he sees fit, order such assistance to be afforded as may be requisite to bring the offenders to punishment.

ARTICLE 8.

The Ameer will not enter into any negotiation with any foreign Chief or State without the knowledge and sanction of the British Government; his amicable correspondence with his friends and relations may continue.

ARTICLE 9.

The Ameer will act in subordinate co-operation with the British Government for the purposes of defence, and shall furnish for the service of the British Gov-

ernment a proportional quota of troops to that supplied by other Ameers whenever required. These troops, when employed with British forces, will be under the orders and control of the commanding officer of the British forces; the Ameer's troops, if employed beyond the Sindh frontier, will be paid by the British Government.

ARTICLE 10.

The Bakkroo or Timooree Rupee current in Sindh and the Honourable Company's Rupee being of equal value, the currency of the latter coin shall be admitted into the Ameer's territory.

ARTICLE 11.

No toll will be levied on trading boats passing up or down the river Indus, from the sea to the northernmost point of that stream within the territories of the Ameer.

ARTICLE 12.

But any merchandize landed from boats on their passage up or down the river and sold shall be subject to the usual duties of the country; provided always that goods sold in a British camp or cantonment shall be exempt from the payment of duty.

ARTICLE 13.

Goods of all kinds may be brought by merchants and others to the mouths of the Indus (Gorabaree) at the proper season, and kept there at the pleasure of the owners till the best season of the year for sending them up the river; but should any merchant land and sell any part of his merchandize, either at Gorabaree or anywhere else (except at the British cantonment), such merchant shall pay the usual duty.

ARTICLE 14.

The provisions of this Treaty agreed upon by the Governor-General of India on the one part, and Meer Sher Mahomed Khan on the other part, shall be binding for ever on all succeeding governments of India, and on the heirs and successors of the said Ameer in perpetuity.

AUCKLAND.

Dated the 27th Rubbee-ool-awul 1257 A.H., corresponding with 18th June 1841 A.D.

Ratified and signed by the Right Honourable the Governor-General of India, at Fort William in Bengal on the 16th August in the year of our Lord one thousand eight hundred and forty-nine.

T. H. MADDOCK,

Secretary to the Government of India.

No. XV.

DRAFT of a TREATY between the AMEERS of HYDERABAD and the BRITISH GOVERNMENT,—1842.

ARTICLE 1.

The Ameers of Hyderabad are relieved from the payment of all tribute to the British Government, which, under existing engagements, would become due after the 1st of January 1843.

ARTICLE 2.

The only coin legally current in the dominions of the Ameers of Hyderabad after the 1st of January 1845 shall be the Company's Rupee and the Rupee hereinafter mentioned.

ARTICLE 3.

The British Government will coin for the Ameers of Hyderabad such number of Rupees as they may require from time to time, such Rupees bearing on one side the effigy of the Sovereign of England with such inscription as the British Government may from time to time adopt, and on the reverse such inscription or device as the Ameers may prefer.

ARTICLE 4.

Such Rupees so to be coined for the Ameers shall contain the same quantity of silver and of the same fineness as the Company's Rupees; and for every Rupee so coined, the Ameers shall deliver to the officers of the British Government, who may hereafter be from time to time appointed to receive the same, a quantity of silver equal to that contained in such Rupee, and of equal fineness, or approved bills of equal value; and such Rupees so coined for the Ameers shall be delivered to them within four months after the receipt, by the appointed officers, of the silver equivalent thereto, or within four months after the payment of the approved bills for the amount, without any charge for the coinage, which charge will be wholly borne by the British Government.

ARTICLE 5.

The Ameers, in consideration of the above engagement, renounce the privilege of coining money, and will not exercise the same, from the date of the signature of this Treaty.

ARTICLE 6.

With a view to the necessary provision of wood for the use of steamers navigating the Indus and the rivers communicating therewith, the British Government shall have the right to fell wood within one hundred yards of both banks of the Indus within the territories of the Ameers; but the British Government, being unwilling to exercise such right in a manner inconvenient or disagreeable to the Ameers, will exercise it only under the direction of British officers, and will

refrain from all exercise thereof so long as the Ameers shall provide, at the places to be named, such a quantity of wood fit for the purpose of fuel at the price of the as the officers of the British Government may from time to time require.

ARTICLE 7.

The following places and districts are ceded in perpetuity to the British Government: Kurrachee and Tatta, with such arrondissement as may be deemed necessary by Major-General Sir Charles Napier; and, moreover, the right of free passage over the territories of the Ameers between Kurrachee and Tatta along such line, and within such limits on either side thereof as Major-General Sir Charles Napier may prefer; and within such limits the officers of the British Government shall alone have jurisdiction.

ARTICLE 8.

All the rights and interests of the Ameers, or of any one of them, in Subzulkote, and in all the territory intervening between the present frontier of Bhawulpore and the town of Roree, are ceded in perpetuity to His Highness the Nawab of Bhawulpore, the ever faithful ally and friend of the British Government.

ARTICLE 9.

To the Meer Sobdar Khan, who has constantly evinced fidelity to his engagements and attachment to the British Government, is ceded territory producing half a lakh of annual revenue, such cession being made in consideration of the loss he will sustain by the transfer of Kurrachee to the British Government, and as a reward for his good conduct.

ARTICLE 10.

The Commissioner appointed by Major-General Sir Charles Napier for the execution of this Treaty will, after hearing the several Ameers, finally decide what lands shall be made over to Meer Sobdar Khan, in pursuance of the above Article, by the other Ameers.

ARTICLE 11.

Inasmuch as the territories to be ceded by the several Ameers, under the provisions of this Treaty, differ in annual value, and the amount of the tribute now payable by the several Ameers is not altogether the same, the Commissioner appointed by Major-General Sir Charles Napier shall hear the several Ameers as to the annual value of the lands so ceded, and shall declare what payments of money, or what cessions of land in lieu thereof, shall be made by the Ameers, who shall make no cession of lands, or cessions of lands of inferior value, to such as shall make such cessions of higher value under this Treaty, that so the value of the cessions made by the several Ameers (always excepting Meer Sobdar Khan) shall be as nearly commensurate as possible with the tribute to the payment of which each was before liable.

ARTICLE 12.

The remainder of the tribute now payable which shall not be absorbed in the making of such compensations, or lands yielding an annual revenue of equal amount, shall be at the disposal of the British Government, but the British Government will retain no portion thereof for itself.

Simla, November 4th, 1842.

DRAFT of TREATY between the BRITISH GOVERNMENT and the AMEERS of KHEIRPORE,—1842.

ARTICLE 1.

The pergunnah of Bhoong Bhara, and the third part of the district of Subzulkote, and the villages of Gotkee, Maladee, Chaonga, Dadoola, and Uzeespore, and all the territories of the Ameers of Kheirpore, or any of them intervening between the present dominions of His Highness the Nawab of Bhawulpore and the town and district of Roree, are ceded in perpetuity to His Highness the Nawab.

ARTICLE 2.

The town of Sukkur, with such arrondissement as shall be deemed necessary by Major-General Sir Charles Napier, and the islands of Bukkur and the adjoining islets, and the town of Roree, with such arrondissement as may be deemed necessary by Major-General Sir Charles Napier, are ceded in perpetuity to the British Government.

ARTICLE 3.

The Commissioner appointed by Major-General Sir Charles Napier for the execution of this Treaty and of the Treaty to be concluded with the Ameers of Hyderabad shall appropriate the surplus tribute, from which the Ameers of Hyderabad will be relieved by that Treaty (of which an account will be rendered to the Ameers of Kheirpore), or lands of equal value in lieu thereof, first, to the indemnification of such Ameers of Kheirpore, other than Meer Roostum Khan and Meer Nusseer Khan, as may make cessions of territory under this Treaty. and then, for the benefit of Meer Roostum Khan and Meer Nusseer Khan, in proportion to the annual value of the cessions made by them respectively under this Treaty.

ARTICLE 4.

The Ameers of Kheirpore having, by the Treaty concluded on the 24th December 1838, agreed, "in order to improve by every means possible the growing intercourse by the river Indus, to afford all co-operation with the other powers in any measures which may hereafter be thought necessary for extending and facilitating the commerce and navigation of the Indus," and the Ameers of Hyderabad having since, by a Treaty concluded in 1839, agreed "that no toll shall be

levied on trading boats passing up and down the river Indus, from the sea to the northernmost point of that stream within their territories, with the proviso that any merchandise landed from such boats on their passage up or down the river and sold shall be subject to the usual duties of the country, except goods sold in a British camp or cantonment, which goods shall be exempt from the payment of duty," the Ameers of Kheirpore now agree to abide by and observe the above provision, in the same manner, and as fully as if the same were inserted in the Treaty concluded by them in 1838.

ARTICLE 5.

The only coin legally current in the dominions of the Ameers of Kheirpore after the 1st January 1845 shall be the Company's Rupee and the Rupee hereinafter mentioned.

ARTICLE 6.

The British Government will coin for the Ameers of Kheirpore such number of Rupees as they may require from time to time, such Rupees bearing on one side the effigy of the Sovereign of England, with such inscription as the British Government may from time to time adopt, and on the reverse such inscription or device as the Ameers may prefer.

ARTICLE 7.

Such Rupees so to be coined for the Ameers shall contain the same quantity of silver and of the same fineness as the Company's Rupees; and for every Rupee so coined, the Ameers shall deliver to the officers of the British Government, who may hereafter be from time to time appointed to receive the same, a quantity of silver equal to that contained in such Rupee, and of equal fineness, or approved bills of equal value; and such Rupees so coined for the Ameers shall be delivered over to them within four months after the receipt, by the appointed officers, of the silver equivalent thereto, or within four months after the payment of the approved bills for the amount, without any charge for the coinage, which charge will be wholly borne by the British Government.

ARTICLE 8.

The Ameers, in consideration of the above engagement, renounce the privilege of coining money, and will not exercise the same, from the date of the signature of this Treaty.

ARTICLE 9.

With a view to the necessary provision of wood for the use of steamers navigating the Indus and the rivers communicating therewith, the British Government shall have the right to fell wood within 100 yards of both banks of the Indus within the territories of the Ameers; but the British Government, being unwilling to exercise such right in a manner inconvenient or disagreeable to the Ameers, will exercise it only under the direction of British officers, and will refrain from

all exercise thereof so long as the Ameers shall provide, at the places to be named, such quantity of wood fit for the purposes of fuel at the price of the as the officers of the British Government may from time to time require.

ARTICLE 10.

The British Government renounces every claim heretofore made upon the late Meer Mobarik Khan, or upon Meer Nusseer Khan, or the other sons of the late Meer Mobarik Khan, on account of nuzzerana, in the name of the late Shah Suja, or on account of annual tribute, and the arrears thereof and the interest thereon, on its own behalf.

Simla, November 4th, 1842.

No. XVI.

ADOPTION SUNNUD granted to MEER ALI MURAD KHAN of KHEIRPORE,—1866.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, any succession to the Government of your State which may be legitimate according to Mahomedan law will be upheld.

Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagements which record its obligations to the British Government.

J. LAWRENCE.

The 19th March 1866.

No. XVII.

CESSION of JURISDICTION by the MIR OF KHAIRPUR to the BRITISH GOVERNMENT over the land occupied by the ROHRI-HYDERABAD RAILWAY,—1895.

No. 167 of 1895.

To

COLONEL ALFRED MAYHEW,

POLITICAL AGENT, KHAIRPUR STATE.

Dated the 12th February 1895.

SIR,

With reference to your Murasilla No. 482, dated the 28th January 1895, to the address of my Vazir, I have the pleasure to inform you that whenever called

upon to do so, I will be prepared to assign and cede to the British Government the lands that may be required for the purposes of the Rohri-Hyderabad Railway, including stations and out-houses and any additional lands that may hereafter be required *bonâ fide* for such purposes to be occupied and administered by that Government for the term of their occupation for the purposes of the Railway, together with full civil and criminal jurisdiction thereon.

2. My letter No. 680, dated the 5th October 1894, on this very subject may now be considered as cancelled.

I have the honour to be,

SIR,

Your most obedient Servant,

MIR FAIZ MUHAMMAD KHAN TALPUR OF KHAIRPUR, SIND.

No. XVIII.

AGREEMENT entered into with HIS HIGHNESS THE MIR of KHAIRPUR regarding the Jamrao Canal,—1901.

Whereas the British Government have constructed a canal, called the Jamrao Canal, issuing from the Eastern Nara River, and the head-works and some portions of the Jamrao Canal and some of the training embankments of the previously existing Eastern Nara system of canals have been constructed within the limits of the territory of His Highness the Amir of Khairpur, with the consent of His Highness the late Sir Ali Murad Khan, Talpur, G.C.I.E., Mir of Khairpur, and whereas the British Government desire to be possessed in full sovereignty of such lands as are required for the completion and proper management of the Jamrao and Eastern Nara systems of canals, and whereas His Highness the Mir of Khairpur has expressed a desire for a settlement of disputes as to the alluvial accretions on the western boundary of the Khairpur State caused by changes in the course of the River Indus, H. E. M. James, Esq., C.S.I., I.C.S., the Commissioner in Sind, being duly authorised thereto on the part of the British Government and His Highness Mir Sir Faiz Muhammad Khan, Talpur, G.C.I.E., Mir of Khairpur, for himself and his successors, hereby agree as follows :—

1. His Highness the Mir agrees to transfer in full sovereignty to the British Government the triangular portion of territory shown on the accompanying plan* (marked A) of about 154 square miles in area, which is bounded as follows, and has been demarcated by boundary pillars :—

On the north, by Rajajo and Jamalahon-jo-Komb.

On the west and south, by British territory.

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* Not reproduced.

On the east by a line drawn from Jamalahon-jo-Komb to Bhalangwari, following the left bank of the River Nara, and enclosing all the creeks and bogs and dhands abutting on or adjoining the River Nara.

2. His Highness the Mir agrees that he will not construct any new canal out of the Eastern Nara River or obstruct its water or divert it, without the consent of the British Government.

3. The British Government agrees to recognise the centre of the deep stream of the River Indus as it flowed in the month of March 1900, which is delineated on the accompanying plan *(marked B) as the permanent boundary between the Khairpur State and the British district of Shikarpur, and to abandon its claim on such of the alluvial deposits, forests and other territory at present on the left bank of the said deep stream of the Indus and on the frontage of or adjacent to His Highness's territory, as are at present in the occupation and possession of the British Government.

Similarly, His Highness the Mir abandons all claim to the alluvial deposits and other territory in his occupation and possession on the right bank of the deep stream as aforesaid.

The boundary hereby agreed to, together with the prolongation of the land boundary between the north of Khairpur and the Rohri Division of the Shikarpur District as delineated in sheet 21 of the plan* marked B, and the prolongation of the land boundary between the south of Khairpur and the Naushahro Division of the Hyderabad District as delineated in sheet 1 of the plan* marked B, shall together be called the rectified boundary.

4. To prevent disputes in future, the British Government and His Highness the Mir of Khairpur agree that the boundary marks, erected by the Survey of India Department for the purpose on each bank of the River Indus, shall be maintained in good order by the British Government and His Highness, respectively, so that the rectified boundary of the two States can be calculated and ascertained at any time by reference to those marks.

5. All disputes between zamindars or other persons as to the position of newly formed alluvial land with reference to the rectified boundary arising subsequent to this agreement coming into force shall be settled in such manner as shall be agreed upon by the Commissioner in Sind and His Highness the Mir of Khairpur from time to time.

6. The British Government shall have access to the River Indus or to any of its channels or dhands forming part of the river, whether within the territories of His Highness the Mir of Khairpur or not, and authority to undertake any work such as the excavation of a channel or the construction of a bund or sluice that may be deemed necessary on its right bank for irrigating or protecting British territory, any private rights over lands in the Khairpur State between the rectified boundary and the River Indus or its channels or dhands aforesaid as existing from time to time notwithstanding. And similarly His Highness the Mir of Khairpur shall have access to the river, and authority to undertake any such

* Not reproduced.

work deemed by him to be necessary for irrigating Khairpur territory on the left bank.

Provided that the British Government and His Highness the Mir shall, respectively, pay compensation to the other contracting party for any land required for such work, calculated according to the provisions or spirit of Act I of 1894, if such land be permanent or highland, but not if such land be new alluvial deposit not yet brought under cultivation. Provided, also, that nothing in this article shall prevent either the British Government or His Highness the Mir from settling the compensation amicably direct with the occupant of the land required

7. His Highness the Mir agrees that the Executive Engineer in charge of the River Indus, or any officer duly appointed by the British Government in this behalf, may clear any of the channels of the River Indus, remove snags or obstructions, make soundings or observations, and generally carry out the duties imposed on him throughout the whole of the river, whether on the British or Khairpur side of the rectified boundary.

8. His Highness the Mir agrees to remove, as far as possible, trees from such parts of the forests on the bank of the river in his territory as are being eroded, with a view to preventing such trees falling into the Indus and becoming an obstruction.

9. And whereas large areas, which for many years past have been in the possession of zamindars and others holding under the British Government on the east of the rectified boundary, will under this agreement become a portion of the Khairpur State, and it is necessary that the rights and privileges of the owners should be defined and guarded, His Highness the Mir hereby consents to, and promises for himself and his heirs and successors for ever to abide by, the following provisions in respect of all lands heretofore in the possession of the British Government and now transferred to the Khairpur State :—

(a) The present boundaries of such lands shall be maintained, *i.e.*, the boundaries which now separate the said lands from the Khairpur State and from each other. The lands within the said boundaries shall remain in the possession of the present holders and their heirs and assigns, and shall not be resumed by the State for any purpose whatsoever, except as hereinafter provided. Nor shall uncultivated lands within the said boundaries be given to any person except to those, their heirs and assigns who now hold cultivated lands within the said boundaries. Provided that, in the event of any person or persons so holding land wilfully neglecting to cultivate the same, or to duly extend the area of his or their cultivation, His Highness may, after giving due notice in writing, which shall allow at least two clear months before the next season for "rabi" cultivation, resume such land as may be so left uncultivated in the ensuing "rabi" season. The aforesaid notice shall be served through the Political Agent, who will obtain and forward to His Highness the explanation of the individual concerned. His Highness will intimate his final decision through the Political Agent.

(b) Assessment on account of land cultivated within such boundaries shall be paid to His Highness the Mir in cash instalments, as in British territory and

at the same rates, according to the acreage ascertained by survey or measurement. No assessment, rate or cess in excess of those payable on similar lands in British territory shall be imposed. The zamindars and other landholders shall exercise the same rights as to "batai" and the division of crops as heretofore, and shall not be interfered with in their dealings with their "haris" (cultivators).

(*c*) "Harbo" crops (crops springing from the seed of the previous harvest) shall not be assessed to the revenue, unless conserved and made use of by the owner of the land.

(*d*) When the area of the crops is ascertained by measurement, the revenue official measuring them shall hand to the owner or his duly authorised agent the result of his measurement in writing to enable him to see what amount he will have to pay as assessment.

(*e*) Lands in the possession of zamindars or others for which they pay or have paid assessment shall not be afforested or turned into "shikargahs" or taken from them for any purpose whatever, except on payment of full compensation, to be assessed in accordance with the principles of the British Land Acquisition Act.

(*f*) Zamindars and others holding lands, and their cultivators, shall have such privileges of free fuel and grazing in those lands as they now have under the British Government.

(*g*) The British rules of alluvion and diluvion shall apply to accretions to the holdings of zamindars and others.

(*h*) Remissions of assessment shall be granted in accordance with the rules in force in British territory on account of drought, floods and other calamities.

(*i*) The privileges hitherto enjoyed of cutting fuel and grazing cattle on payment of fees shall be allowed in forests transferred to the Khairpur State on the same principles as in British territory.

(*j*) The same privilege as has been accorded by His Highness's proclamation to all the cultivators of the Khairpur State of killing wild pigs that injure crops shall be extended to the cultivators in the lands transferred to the Khairpur State.

(*k*) Forced labour of any sort or kind shall not be exacted from any person holding land in, or being tenants of those holding land in, or, as such, residing in, the lands transferred to the Khairpur State. But His Highness the Mir will be entitled to require such assistance or services as are now rendered to British officials.

(*l*) No import, export, or any other kind of duty whatsoever shall be exacted on any kind of agricultural produce raised in the lands now transferred to the Khairpur State other than any town dues or similar import duty, duly authorised, on produce imported into a municipal town.

(*m*) No fixed quantity of salt shall be made purchaseable by owners of land in, or residents of, the transferred lands. Every person shall be at liberty to purchase in the Khairpur State according to his requirements.

1. Alah Bakah *walad* Muso Khan, Bughio.
2. Haji Ali Baksh *walad* Ghulam Muhammad, Unar.
3. Pir Baksh *walad* Ghulam Muhammad, Unar.
4. Alah Baksh *alias* Ahmed Baksh *walad* Fakir Muhammad, Unar.
5. Shah Muhammad Ayub, Khoro.
6. Jan Muhammad Ayub, Khoro.
7. Daulat Alah Baksh, Khoro.
8. Dur Muhammad Muhammad, Khoro.
9. Muhammad Husein Ghulam Muhammad, Janejo.
10. Ilahi Baksh Dodo Khan, Bhuto.
11. Pir Shah Ali Muhammad Shah, Sayad.
12. Pir Muhammad Muhammad Kazim, Gunero.

(*n*) The marginally noted persons, being British subjects and having their residences and also other lands in British territory, and their heirs and assigns, shall be exempt from the transaction of ordinary business with the State officials, provided they appoint a duly authorised agent. Provided that the aforesaid persons shall attend when summoned by an officer not lower in rank than a Mukhtyarkar or Head Munshi.

(*o*) Mutation of names shall be effected in the State books in accordance with the principles in force in British territory.

1. Alah Baksh *walad* Muso Khan, Bughio.
2. Haji Ali Baksh *walad* Ghulam Muhammad, Unar.
3. Pir Baksh *walad* Ghulam Muhammad, Unar.
4. Alah Baksh *alias* Ahmed Baksh *walad* Fakir Muhammad, Unar.
5. Shah Muhammad Ayub, Khoro.
6. Jan Muhammad Ayub, Khoro.
7. Daulat Alah Baksh, Khoro.
8. Dur Muhammad Muhammad, Khoro.
9. Muhammad Husein Ghulam Muhammad, Janejo.
10. Ilahi Baksh Dodo Khan, Bhuto.
11. Pir Shah Ali Muhammad Shah, Sayad.
12. Pir Muhammad Muhammad Kaizm. Gunero.

(*p*) The marginally noted persons, who are under the British Government treated with respect, are given the privilege of a chair in Darbar and have privileges also under the Arms Act, shall be treated with suitable respect by the State officials, in accordance with the usage of the State as regards gentlemen of good birth and position.

Further, His Highness the Mir pledges his word that he and his successors will, by all means in his or their power, so deal with all those whose lands are by this Agreement transferred to the Khairpur State that they shall have no cause to regret the transfer.

And the British Government, on the other hand, hereby promise to deal with the owners and inhabitants of land which under this Agreement will be transferred to the British territory in accordance with the laws, rules and principles in force throughout the Province of Sind, respecting all just rights of every kind and description.

10. If any land be adjudged under Article 5 to belong to the British Government, although, in consequence of changes in the course of the River Indus, it be transferred to the frontage of the Khairpur State, the jurisdiction of the British Government and of the British Courts over it will remain unaffected, and *vice versâ*. In short, for purposes of jurisdiction, the rectified boundary between British and Khairpur territory will be permanent, notwithstanding changes in the river.

11. Any contracts made for the sale of timber from the Government forests on either bank belonging to the British Government or to His Highness the Mir, prior to the execution of this Agreement, shall be considered valid, but payments by the contractors shall, from the date on which this Agreement comes into force, be made to the State to which the forest concerned belongs according to this Agreement.

12. This Agreement shall come into force from the 1st August 1900.

MIR AHMED ALI KHAN, TALPUR.

MIR FAIZ MUHAMMAD FAKIR, TALPUR.

MUHAMMAD MURAD FAKIR, TALPUR.

H. BATTY,
Acting Judicial Commissioner in Sind.

H. E. M. JAMES,
Commissioner in Sind.

J. P. VAUGHAN,
Acting Assistant Commissioner in Sind.

Approved and confirmed by the Government of India.

H. S. BARNES,
Secretary to the Government of India,
Foreign Department.

FORT WILLIAM;
The 4th March 1901.

No. XIX.

AGREEMENT executed between the MIR OF KHAIRPUR and the BRITISH GOVERNMENT for the effective CONTROL and DISCIPLINE of his IMPERIAL SERVICE TROOPS when serving beyond the frontier of his State,—1909.

Whereas His Highness Mir Imam Bukhsh Khan of Khairpur maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary that the Imperial Service Troops of the Khairpur State, when associated with Troops of the British Army, should be under the orders of the Officer Commanding the combined forces, and subject to the like discipline and control as the Officers and Soldiers of His Majesty's Indian Army, and

Whereas it is not the wish or intention of the Government of India that a British Officer should be appointed to command any corps of Imperial Service Troops, though British Officers are employed in order to instruct and inspect the said troops,

It is hereby agreed between the Governor-General of India of the one part and His Highness Mir Imam Buksh Khan of Khairpur of the other, as follows, namely :—

1. Whenever the said troops or any portion thereof are moved beyond the frontier of the said State, they shall be attached to the command and under the orders of the Officer Commanding the District, Contingent or Force in which they are employed, and such officer shall, by virtue of this agreement, be authorised to administer in respect to the said troops, so serving, the military laws and regulations to which they are subject under the laws of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such courts, and to issue all such orders, and to pass all such judgments and sentences and generally to exercise all such authority as may be lawfully convened, issued, passed and exercised by the authorities of the Khairpur State, when the said troops are serving within the territorial limits of the said State : Provided always that the execution of every sentence so passed in British territory shall be carried out under the orders of His Highness the Mir of Khairpur or of some person to whom the requisite authority has been delegated by him.

2. In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with His Majesty's forces, the said His Highness Mir Imam Bukhsh Khan of Khairpur has embodied in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service, either within or without British India the provisions, *mutatis mutandis* of the Indian Articles of War for the time being in force. The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the

authority of the Officer Commanding the District, Contingent or Force aforesaid.

Dated at Khairpur this 19th day of July 1909.

IMAM BUKSH KHAN, TALPUR,
Ruler of Khairpur State.

Attested by—
MIR ALLAHDAD.

Attested by—
FERZANDALI,
Naib Wazir,
Camp Shahi.

H. S. LAWRENCE,
Collector and Political Agent, Sukkur.

Approved and confirmed by the Government of India.

By order,
H. BUTLER.
Secretary to the Government of India,
Foreign Department.

SIMLA;
The 5th October 1909.

XV.—LAPSED STATES.

1. Surat.

The first establishment of the English at Surat, which was then included in the Suba of Ahmedabad, took place in 1611. A fleet, which was despatched from England in that year to establish commercial intercourse with the western coast of India, was victorious in a series of actions with a powerful Portuguese fleet: and this so raised the reputation of the English as to accelerate the confirmation of a Treaty (No. I) with the Governor of Ahmedabad in 1612. This Treaty was confirmed in 1613 by a farman from Delhi granting permission for the establishment of factories at Surat, Cambay, Ahmedabad and Gogha, with certain commercial privileges. This was the first settlement effected by the English on the coast of India. Surat was made the chief seat of the Company's trade in 1629 and continued to be so till 1687, when it was transferred to Bombay. In 1614 King James I of England sent a letter to the Emperor of Delhi by the hand of Sir Thomas Roe. The result was a farman from the Emperor of Delhi granting the English complete freedom to trade in his dominions (No. II).

No political influence appears to have been acquired at Surat till 1664, when the town was first attacked and partially plundered by Shivaji. The gallant defence made by the English procured for them in 1667 a new Farman (No. III) from Aurangzeb, reducing the customs duties and securing the unmolested transit of their goods. Owing to hostilities with Aurangzeb, however, the factory at Surat was seized in 1687, but was eventually restored. In 1712, in consequence of the exactions of the Governor, the English withdrew from Surat; but in 1716 a new Charter was obtained, mainly through the influence of Mr. Hamilton, the Surgeon at the Court of Delhi. From that time the English continued to trade quietly at Surat for some years.

In 1746 Teg Bakht Khan, the Governor of Surat, died, and was succeeded by Safdar Khan, who placed his son Wakhar Khan in charge of the castle which, under the Moghuls, had always been a separate command from the civil administration of the town. But an adventurer named Mian Achan or Mai-ud-din, who had married the daughter of Teg Bakht Khan, with the support of the inhabitants of the town expelled Wakhar Khan from the fort. By the assistance of the English and of Damaji Gaekwar, to whom he gave up one-fourth of the revenues of Surat, he also succeeded in expelling Safdar Khan from the civil government of the town, in which he continued to rule till 1751, when he was himself expelled by Safdar Khan and Wakhar Khan. In the prosecution of the contest, Wakhar Khan obtained the help of Damaji Gaekwar on the promise of half the revenues of Surat; but, when his restoration was accomplished, objections were raised to so large a

payment; and it was finally settled that the Gaekwar should receive one-third, which he afterwards shared equally* with the Peshwa.

During these dissensions the castle fell into the hands of Sidi Masud of Janjira and Rajpur. The English factory was in great danger when,

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*TRANSLATION of an AGREEMENT between KAIM-UD-DAULA, BAHADUR, NAWAB OF SURAT, and KASINATH HARI, the PESHWA'S CHAUKA.

Kasinath Hari's Seal.

Whereas there has lately subsisted some disputes in the Bandar of Surat by reason of Kasinath Hari, Srimant Peshwa Sahib's kamavisdar, having made sundry claims on the Sarkar of the Nawab Sahib, Kaim-ud-Daula, Bahadur, on account of some Articles of the revenues of the aforesaid Bandar, the particulars of which are below inserted, and which, by the advice, assistance, and approbation of Andrew Ramsay, Esq., Chief of the English Factory and Governor of the Mughal's castle and fleet, it has been by both parties mutually agreed and settled that in future in the undermentioned Articles there shall on no account be any difference or dispute between the abovementioned parties, who bind themselves by their respective faiths to keep this agreement that it may always remain in force.

On indigo, etc., for one whole year, which is now somewhat increased, the whole revenue is Rupees 7,510, the sixth part of which is Rupees, 1,251 and 10⅔ annas.

Thirteen Articles.

	Rupees.
Indigo	2,700
Teak-wood	1,625
Umra and Dumas Fishery	560
The Chaukis of the Thana Chaurasi	500
The Farm of the boats	700
Umra Chauki	24
The Dutch Chauki	48
Umra Chauki	24
Jewel Office, Vera	600
From the jewel office for custom	75
Phulsari in Chaurasi	90
Batti cleaners in the thana of Chaurasi—pay for seven months	84
Nakas or customs on cattle	324
	7,510

Tindals, customs and others which are not ascertained, but whatever is collected in the year—

Twelve Articles.

Tanksal or mint accidental customs, for a thousand 1-1.

Jagri from the parganas not more than formerly to go in the certificates.

Jagri from the Deccan was never included in the certificates, and is not to be.

Carts of Dangue not more than usual to pass in certificates. The business to go through the proper officers.

At the Chaukis in the suburbs, the Chautia's writers to attend.

The customs on surangi (a dye) shall be brought to account as usual.

The customs on kusumba (a red dye) shall, as usual, be brought to account.

The income from Rainiala shall be brought to account.

A fee on new silk wheels of Rupees 1-8 each shall be brought to account.

Artificers to be allowed to the Thana, and not to be taken in belt, 12 carpenters, 9 brick-layers, 7 tailors, and 5 pot-makers.

through the influence of the Dutch, a peace was negotiated between the Agent at Surat and the Sidi, by which all English troops were to be

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From the Sarkar of the Nawab Sahib to be given shawls from the Naibat.

Palanquin charges from Khushir.

Kasinath Hari kamavisdar for the share of Srimant Peshwa Sahib, agrees that if the before-mentioned Nawab Sahib, according to the before written agreement, gives the just proportion to the Sarkar of the Peshwa, I have not, nor shall have, as is above written, any claims upon the Nawab Sahib. In testimony of which two agreements are drawn out; to one copy the seal and writing of the Nawab is affixed, and to the other the seal and writing of Kasinath Hari, kamavisdar of the before-mentioned.

In the Bundar of Surat, the first day of the month Shaban, in the year of the Hijra 1200 corresponding with the 29th of May 1786 of the Christian era.

Written in the Mahratta language by Kasinath Hari.

These twenty-eight Articles are settled between the Nawab Kaim-ud-Daula, Bahadur, and Kasinath Hari, the Srimant Pardhan's kamavisdar at Surat. There was a dispute respecting the Peshwa's share of the revenue, which has been settled by the advice and means of Mr. Ramsay, Chief of the English Factory. The particulars of the Articles are written in Persian, according to which the Nawab of Surat is to give the share yearly when there will be no dispute from year to year. The 1st of Shaban 1200.

TRANSLATION of an AGREEMENT between KAIM-UD-DAULA, NAWAB OF SURAT, and KASINATH HARI, the PESHWA'S CHAUKA.

The Nawab's Seal.

Whereas there has lately subsisted some disputes in the Bandar of Surat by reason of Kasinath Hari, Srimant Peshwa Sahib's kamavisdar, having made sundry claims on the Sarkar of the Nawab Sahib, Kaim-ud-Daula, Bahadur, on account of some Articles of the revenue of the aforesaid Bandar, the particulars of which are below inserted and which, by the advice, assistance, and approbation of Andrew Ramsay, Esq., Chief of the English factory and Governor of the Mughal's castle and fleet, it has been by both parties mutually agreed and settled that in future in the undermentioned Articles there shall on no account be any difference or dispute between the abovementioned parties, who bind themselves by their respective faiths to keep this agreement that it may always remain in force.

The Nawab Kaim-ud-Daula, Bahadur, agrees that the sixth share of the undermentioned Articles shall in future be given to the Sarkar of Srimant Peshwa Sahib according to what is right and just.

On indigo, etc., for one whole year, which is somewhat now increased, the whole revenue is Rupees 7,510, the sixth part of which is Rupees 1,251 and 10¼ annas.

Thirteen Articles.

	Rupees.
Indigo	2,700
Teak-wood	1,625
Umra and Dumas Fishery	560
The Chaukis of the Thana Chaurasi	500
The Farm of the boats	700
Umra Pettahs or liquor shops	180
The Dutch Chauki	48
Umra Chauki	24
Jewel Office, Vera	600
From the jewel office for custom	75
Phulsari in the Chaurasi	90
Batti cleaners in the thana of Chaurasi—pay for seven months	84
Nakas or customs on cattle	324
	7,510

withdrawn and the establishments reduced to the footing on which they stood in time of peace. This treaty* was repudiated by the Bombay

Directions have been given to the karbharis (clerks) that they go on agreeable to former customs.

Tindals, customs and others which are not ascertained, but whatever is collected in the year—

Twelve Articles.

From the tindals of ships, Rupees 10 a year, tanksal or mint accidental customs, for a thousand 1-1.

Jagri from the parganas not more than formerly to go in the certificates.

Jagri from the Deccan was never included in the certificates, and is not to be.

Carts of Dangue not more than usual to pass in certificates. The business to go through the proper officers.

At the Chaukis in the suburbs, his writers are to attend.

The customs on surangi (a dye) shall be brought to account as usual.

The customs on Kusumba (a red dye) shall, as usual, be brought to account. The income from Rainiala shall be brought to account.

The fee on new silk wheels of 1-2 each should be brought to account.

It is usual to allow one artificer from each trade on his account; two of each shall be allowed, 12 carpenters, 9 bricklayers, 7 tailors, and 5 pot-makers.

Written by the Nawab.

By reason of the decrease in the revenue these have been stopt.

From the Nawab's Sarkar should be given shawls from the Naibat.

Palanquin charges from the Khuski.

Dated the 1st of the month Shaban, in the yeear of the Hijra 1200, corresponding with the 29th of May 1786 of the Christian era.

*Treaty between Mr. Lambe and Council and Safdar Khan and Sidi Masud.

Article 1.

As soon as the peace is concluded the English are to take all the soldiers from the castle that are in their service, as well Europeans as Indians, and send them on board the ships at the Bar; at the same time all the Batteries belonging to Masud Khan are to be dismantled.

Article 2.

The soldiers in the factory, of what denomination soever, are to be sent away, reserving only the same number as usual in times of tranquillity.

Article 3.

That all the ships and goods now at Bombay are to have leave to go to their respective ports of Mecca, Jedda, Bengal, or anywhere else that they may be bound to.

Article 4.

After the peace is concluded, there is to be no more fighting either in the city or at the Bar.

Article 5.

The Company are to pay yearly the same sum as is agreeable to their farmans, with the charges thereon.

Article 6.

The English are not to protect or take into their factory any goods but what belong immediately to them.

We, the under-written Chief and Council for the Company of England at Surat, declare that we approve of the Articles of this present Treaty of peace from our full and entire will, and promise to conform to them and execute them according to their tenor.

(Signed by Mr. Lambe and Council.)

Witnessed by the Dutch Secretary.

Surat, 18th November 1751.

[*Declared null and void by the Honourable the President in Council, Bombay, on the 22nd November 1751.*]

order of the British Government. The Nawab afterwards declined to receive a sanad from Delhi, and expressed his desire to be solely dependent on the British. In 1798 negotiations were begun for a treaty with the Nawab, under which he was to pay a lakh of rupees a year towards the expenses of the management of the castle and town of Surat; but in 1799, before the agreement was brought to a final conclusion, Nizam-ud-din died.

The succession of his brother Nasir-ud-din was recognised in 1800 on his signing a Treaty (No. IX) vesting the entire administration of the city and its revenues in the hands of the British Government, who were to pay him Rs. 1,00,000 yearly, and one-fifth of the annual revenues after deducting all charges and expenses of collection. In lieu of this variable allowance, the Nawab in 1818 agreed (No. XII) to accept a fixed provision of Rs. 1,50,000. Nasir-ud-din died in 1821, and was succeeded by his son, Mir Afzal-ud-din, on whose death without male issue, in August 1842, the titular dignity and office became extinct. A pension of Rs. 52,800 a year was settled on his two grand-daughters and his son-in-law Jafar Ali Khan. In 1857 this was increased to Rs. 1,00,000, to be continued till the death of the surviver of the three grantees. Jafar Ali Khan died in 1863, and one grand-daughter, Rahim-ul-Nissa in 1886. Her share (Rs. 50,000) was paid into a fund for the benefit of the family after the lapse of the whole pension, the other half being paid to the surviving grand-daughter, Zia-ul-Nissa. In 1890 an advance of Rs. 3,50,000 was made to her for payment of her debts, and a portion of her pension (Rs. 32,992-15-0) was permanently set aside towards repayment of this advance; but, after the amount advanced had been fully recovered, the pension was restored in full. Zia-ul-Nissa died on the 27th May 1915, when the pension of Rs. 1,00,000 lapsed to Government: and the Trust Fund was closed with effect from the 17th March 1916. Sardar Mir Muzaffar Hussein Khan was recognised as the male representative of the family of the branch of Rahim-ul-Nissa, and Mir Masud Alam Khan as that of the branch of Zia-ul-Nissa. Each was granted a monthly pension of Rs. 2,574-1-8 under certain conditions.

2. Broach.

Broach was conquered by the Mahrattas from the Muhammadans in 1685, from which time the Nawabs of Broach continued to hold their territories as subordinates of the Peshwa. In consequence of certain claims against the Nawab of Broach, which were due by right of sovereignty to the Government of Surat, the Bombay Government ordered, and subsequently countermanded, an expedition against Broach. But the local authorities at Surat persisted and sent a force in 1771 to enforce the demand. The expedition failed, and preparations were being made to renew it when the Nawab came to Bombay, and a Treaty (No. VIII) was concluded with him on the 30th November 1771. The

terms given to the Nawab were not so liberal as he expected, and on his return to Broach he proceeded to treat with great disrespect the chief of the factory there, who was in consequence directed to withdraw to Surat. In the following year the expedition was carried out, and Broach was taken on the 18th November 1772. The right of the British Government to Broach was recognised by the Treaty of Purandhar* and subsequently by the Treaty of Salbai,† but the town and district were ceded‡ to Scindia in 1783, in consideration of his services in negotiating that treaty.

In the Mahratta war of 1803 Broach was again taken by a British force and it was finally ceded to the British Government by article 3 of the Treaty of Sarji Anjangaon. The descendants of the last Nawab of Broach enjoy hereditary pensions from the British Government.

3. Mandvi.

The early history of this State furnishes a remarkable example of the manner in which the Mahrattas dealt with questions of succession to dependent Chiefships. If there is no instance in which the Peshwa withheld his sanction to succession by adoption, there is also none in which he permitted it without subjecting the State to a heavy fine, which was also not infrequently exacted in cases of direct succession.

The State of Mandvi was founded by a Bhil Chieftain whose successors gradually acquired sufficient power to raise themselves to the rank of petty sovereigns. In 1730 the ruling Chief, Durjan Singh, was deprived of his possessions by Damaji Rao Gaekwar; but about twenty years afterwards he was restored by the Peshwa in return for military services rendered against the Portuguese at Bassein. Durjan Singh died in 1771, and was succeeded by his cousin, Bhagwan Singh, who was required to pay a nasarana of Rs. 1,00,000 to the Peshwa. His distant relative, Guman Singh, who succeeded to the State in 1776, was subjected to a payment of Rs. 1,50,000; and in 1786, on the death of Guman Singh without issue, and on the succession of Nahar Singh, also called Durjan Singh, a nasarana of Rs. 60,000 was levied by the Peshwa.

By the Treaty of Bassein§ the State of Mandvi, erroneously called Nundary, came under the British Government and was subjected to a tribute of Rs. 65,000. For seven years, however, the Raja evaded payment of the tribute; and in 1809 the British Government were on the point of reducing their demand to Rs. 25,000, when an insurrection broke out in the country. This rising was headed by a fanatical Musalman named Abdur Rahman, who seized the fort of Mandvi from which

* See The Peshwa, Vol. VII.
† See The Peshwa, Vol. VII.
‡ See Gwalior, Vol. V.
§ See The Peshwa, Vol. VII.

the Raja fled, murdered the Raja's minister, and committed depredations in the surrounding country, threatening to carry fire and sword into the British districts if the English officers did not embrace the Muhammadan faith. The Raja threw himself on the protection of the British Government, to whom he engaged in January 1810 (No. X) to pay the expenses of military aid and six annas in every rupee of revenue annually. With the aid of a British force the Raja was reinstated; after which, in lieu of a share of the revenues, he agreed in March 1810 (No. XI) to pay an annual tribute of Rs. 60,000. In consideration of the exhausted state of the country, the Raja was neither required to pay the cost of the expedition, amounting to Rs. 20,000, nor his arrears of tribute, which had risen to upwards of Rs. 4,50,000.

Durjan Singh died without male issue in 1814, and was succeeded by his cousin, Hamir Singh, from whom the British Government demanded no nazarana. Hamir Singh fell into the hands of evil advisers who instigated him to hostilities with the British Government, their intention being to put the country under the Peshwa, with whom the British Government were then at war. The overthrow of Baji Rao, however, and the approach of a British force to Mandvi with the view of annexing the country, brought the Raja to reason; and in May 1818 he signed an Agreement (No. XIII) to dismiss his advisers and to make no change in the administration of his affairs without the knowledge and consent of the British Government.

In 1834 Hamir Singh was succeeded by his son, Waje Singh, who was killed in 1838 by an explosion of fire-works. His posthumous son, whose succession was recognised, died in December 1839, and the direct line of succession became extinct. The nearest claimant was forty-two degrees removed from the common ancestor of the family and was moreover imbecile. The State was therefore treated as an escheat and annexed to the British dominions.

4. SATARA.

After Sahuji, the grandson of Shivaji, had been released from captivity and had recovered his rights* as head of the Mahratta power, he left the control of his affairs entirely in the hands of his Minister Balaji Viswanath. Before his death he adopted Ram Raja, a grandson of his aunt Tara Bai of Kolhapur, a younger branch of Shivaji's family, and gave the Peshwa a deed bestowing on him the entire control of the Mahratta confederacy on condition of his maintaining the dignity of the house of Shivaji in the person of Ram Raja and his descendants. From that time the Rajas of Satara remained either puppets or prisoners of the Peshwa until the overthrow of the Peshwa's power in 1817. After the conclusion of the Treaty of 1756 with the Peshwa,* a commercial Treaty (No. V) was concluded in 1757 with Ram Raja.

* See The Peshwa, Vol. VII.

At the commencement of the war of 1817 Pratap Singh was Raja of Satara. He had succeeded his father, the second Sahuji, the adopted son and successor of Ram Raja. Pratap Singh was kept a close prisoner by the Peshwa Baji Rao, who had given orders that the Raja and his family should be put to death rather than allowed to fall into the hands of the British. In the proclamation issued by Mr. Elphinstone on the 11th February 1818,* the intention was declared of placing the Raja of Satara at the head of a separate State of such extent as might maintain him and his family in comfort and dignity. Pratap Singh was rescued after the battle of Ashti on the 20th February 1819; and on the 25th September a Treaty (No. XIV) was concluded with him defining the limits of his State, and the conditions on which he was to hold it. Under the 6th article of the treaty the administration of the State was retained by the British Government till 1822, when it was made over to the Raja; but he was bound to attend at all times to the advice which the British Government might give him for the good of his State and the maintenance of general tranquillity.

In 1829 the Raja ceded (No. XVII) lands in the Mahableshwar hills for the establishment of a sanitarium, together with an uninterrupted line of communication to the British territories, in exchange for the village of Khandala, which had been resumed by the British Government from Scindia, and which, being situated within the limits of the Satara State, would have formed a portion of the territory made over to the Raja but for its having been held by Scindia at the time when the Satara State was created.

In 1839 Pratap Singh was deposed. He had committed many serious violations of his treaty engagements, more particularly of the 5th article of the Treaty of 1819, in having during a series of years held improper communications with the Goa authorities; in having held clandestine intercourse with Appa Sahib, the ex-Raja of Nagpur; and in having tampered with the native officers of the 23rd regiment of Bombay Native Infantry. The British Government, however, offered to forgive all his past offences on his subscribing to certain conditions† to be appended to

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* See Hyderabad, Vol. IX.

† CONDITIONS OFFERED TO THE RAJA OF SATARA.

Information having been received by the British Government that Your Highness, misled by evil advisers had, in breach of the Treaty which placed you on the throne, entered into communications hostile to the British Government, an enquiry into these accusations was considered indispensable. This enquiry has satisfied the British Government that Your Highness has exposed yourself to the sacrifice of its alliance and protection. Nevertheless, moved by considerations of clemency towards Your Highness and your family, the British Government has resolved entirely to overlook what has passed on the following conditions, viz.:—

First.—That Your Highness now binds yourself strictly and in good faith to act up literally to all the Articles of the Treaty of the 25th September 1819, and especially to the 2nd Article of that Treaty, which is as follows:—

"The Raja for himself and his heirs and successors engages to hold the territory in subordinate co-operation with the British Government, and to

the Treaty of 1819. This he refused to do; and he was therefore removed to Benares, where he was allowed a pension of Rs. 10,000 a month. He died at Benares in 1847 leaving no male issue, but having, it is said, adopted his first cousin, Bala Sahib Senapati, a few years before his death.

On the deposition of Pratap Singh in 1839 his brother, Shahuji or Appa Sahib, was placed in power, and a new Treaty (No. XVIII) was concluded with him. Soon after his accession Shahuji prohibited the practice of *sati* and abolished all transit duties in his State. He died on the 5th April 1848, after adopting a collateral relative, Venkaji Raje, descended from Shivaji, the founder of the Mahratta empire. But Government refused to recognise the adoption, and decided that the Satara territory had, by failure of heirs, lapsed to the power that bestowed it. The Ranis remonstrated against the resumption of the State, and refused the provision offered to them; but eventually acquiesced in the arrangements made, receiving for themselves and their adopted son their lands and the private property left by the Raja, together with a liberal allowance from the British Government for life. Venkaji Raje died in 1864, and in the following year the eldest and the only surviving Rani was granted permission to adopt a son, Raja Ram, on the understanding that he would only succeed to her private property, personal and real. The Rani died in 1874, when half her pension, amounting to

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be guided in all matters by the advice of the British Agent at His Highness' Court."

Second.—That Your Highness binds himself to pay your brother, Appa Sahib Maharaj, whatever allowances he has heretofore received and to put him in possession of all his private property, and should any dispute arise on this subject, the same is to be referred to the Resident for adjustment. Appa Sahib Maharaj is also to be permitted to reside at any place he himself may choose under the protection of the British Government.

Third.—That Balwant Rao Chithavis be dismissed from Your Highness' Councils and not permitted to reside within Your Highness' territory without the sanction of the British Government.

Fourth.—The persons whose names are inserted in a separate list having been guaranteed by the British Government in person, property, and allowances of every description as the same stood in July 1836. This guarantee is to be binding on Your Highness and all complaints against them are to be referred to the Resident. Should it appear necessary hereafter to the British Government to add the names of any other persons to this list, the same guarantee is to be extended to them, and it is to be acted upon in good faith by Your Highness in any manner that may be pointed out by the British Government; all complaints against these persons are also to be referred to the British Resident for his adjustment.

The above are the terms to be agreed to by Your Highness, and these conditions are to be considered as supplemental to the Treaty of the 25th September 1819, and to be signed and sealed as such by Your Highness; and while it is announced to Your Highness that there can be no modification in these terms, as Your Highness' sincere well-wisher, the British Government offers them in the confidence that Your Highness' penetration will recognise their moderation, and the expediency of a prompt acquiescence. It is confidently expected also that the clemency of the British Government in preserving your State [Raj] will be duly appreciated by Your Highness, as it cannot fail to be by the general voice of this country, and induce Your Highness for the future scrupulously to maintain the relations of friendship and mutual confidence by acting up to the provisions and principles of the Treaty.

a sum of Rs. 2,500 a month, was continued to Raja Ram for life, and it was in contemplation to provide him with a suitable residence. He was, however, so extravagant in his ideas as to the style of residence appropriate to his dignity that the matter could not be settled. He was heavily involved, and no practicable scheme could be devised for a settlement of his debts. Gratuities to the amount of Rs. 3,615, and pensions amounting to Rs. 12,322 a year, were granted to the dependants of the Rani.

Raja Ram, who was a first class Sardar of the Deccan, died in 1904. His pension was continued to his two sons, Shivaji, *alias* Anna Sahib, and Pratab Singh, *alias* Bhau Sahib, for life on certain conditions, one of which was that the settlement of their debts should be left in the hands of the Agent for Sardars. In 1910 they were given Rs. 40,000 for the purpose of enabling them to build a suitable residence and with this money they repaired the Adalatwada. Anna Saheb, who succeeded to Raja Ram's Sardarship, died without issue in 1914, and was succeeded by his brother Pratap Singh *alias* Bhau Sahib, who died on the 5th March 1925. On the 28th May 1925 his widow Tarabai Sahib adopted, with the consent of Government, Chandrasen, son of Sakharam Bhonsle, giving him the name of Shahu *alias* Bala Sahib: and the Government of India sanctioned the continuance of the pension of Rs. 2,500 a month to Pratab Singh's family subject to good behaviour. During his minority, Sirdar Shahu's estate is managed by a Trust, created under the Indian Trust Act, 1882, consisting of his adoptive mother Tarabai Sahib, the District Judge and two other members. He is a first class Sardar of the Deccan.

5. Kolaba.

The first Angria, Kanhoji, was a servant of Shivaji, and gained a considerable principality under him and his descendants. This territory was divided between his two sons, Sakhoji and Sambhaji, the latter holding Savarndurg. The family were notorious pirates, and one of the earliest engagements* which the British Government made with the Peshwa had for its object the suppression of the outrages which they committed at sea. On the ascendancy of the Peshwa, Tulaji, the son of Sambhaji, was stripped of his possessions and died in prison. Sakhoji died in 1733 without male issue, and Manaji, the eldest of Kanhoji's three illegitimate sons, acknowledged the supremacy of the Peshwa, by whom his son, Raghuji, was invested in the year 1766. On Raghuji's death in 1793 internal disturbances broke out, which led the Peshwa to occupy the whole territory. But in 1796 the State was restored to Raghuji's son, Manaji, who, however, was at the instigation of Scindia deposed in 1799 by the Peshwa Baji Rao in favour of Scindia's near relative Babu Rao. Babu Rao was succeeded

* See The Peshwa, Vol. VII.

by his nephew Sambhaji; but the Peshwa again set aside this line and restored the old family in the person of Manaji, grandson of the Chief of the same name who had been deposed in 1799. Manaji died in 1817, and his son, Raghuji, had not been invested when hostilities broke out between the British Government and the Peshwa. The peculiar connection which had subsisted between the principality of Angria and the Peshwa rendered it necessary that a treaty should be concluded with Raghuji after the conclusion of the war, recognising the rights which he enjoyed, and embracing certain exchanges of territory to secure a well-defined boundary. The Treaty (No. XVI) was concluded in 1822. It guaranteed the territory of Kolaba against external attack; prohibited the Chief from political intercourse with other States; bound him to subordination to the British power; and defined generally his relations with the British Government. The exchanges provided for in article 3 of the treaty were not effected till 1827.

Raghuji Angria died in December 1838; but in January 1839, however, a posthumous son was born, whose succession, under the name of Kanhoji Angria, was recognised. This boy died on the 9th April 1840, and with him the direct and legitimate line of claimants to the Chieftainship became extinct. The widows of Raghuji Angria wished to adopt a son, and the succession was also claimed by Sambhaji Angria, grandson of Yesaji, the second illegitimate son of the first Kanhoji; but, after full deliberation, both claims were rejected, and the territory of Kolaba was annexed to the British dominions. Life pensions amounting to Rs. 53,560 were settled on the different members of the Angria family.

In 1884 it was ruled that Rs. 7,200 out of the pension of Rs. 10,000 granted to Yeshoda Bai, widow of Raghuji Angria, should be regarded as representing the hereditary private estates of the last Chief, and should be continued in perpetuity to the rightful heirs. Accordingly on Yeshoda Bai's death in 1885 it passed to her adopted son, Manaji Rao; in 1897 to his widow, Gajra Bai; and on her death in 1902 to Manaji Rao's minor daughter Jiji Bai.

6. The Nipanikar.

This Chief was one of the Southern Mahratta Jagirdars (*see page 247*). Sidoji Rao, with whom the British Government made an Engagement (No. XV) in 1820 similar to that concluded with the other jagirdars, died without heirs, and his estate lapsed to Government.

No. I.

The ARTICLES agreed upon and sealed by the GOVERNOR of AMADANAR and the GOVERNOR of SURAT, and four principal Merchants, and to be confirmed by the Seal and firm of the GREAT MOGHUL within forty days after the former sealing, or else to be void, for the settling of trade and factories in the cities of SURAT, CAMBAY, AMADANAR, GOGA, or in any other part or parts of this country within the GREAT MOGHUL'S dominions. Witnessed under our hands and seals the one and twentieth of October 1612.

ARTICLE 1.

In primis, that all which concerneth Sir Henrie Middleton be remitted, acquitted, and cleared to us; that they shall never make seizure, stoppage, nor stay of our goods, wares, and merchandizes to satisfy for the same.

ARTICLE 2.

That they shall procure from their King, the Great Moghul, at their proper cost, his grant and confirmation of all the Articles of Agreement under the great seal of his hand, and shall deliver the same unto us for our security and certainty and perpetual amity, commerce and dealing with them, within forty days after the sealing hereof.

ARTICLE 3.

That it shall be lawful for the King of England to keep and continue his ambassador at the Court of the Great Moghul during the time of the said peace and commerce there to compound and end all such great and weighty questions as may any way tend to the breach of the said peace.

ARTICLE 4.

That at all times upon the arrival of our ships in the Rhode of Swally there shall be proclamation in the city of Surat three several days together, that it shall be free for the country people of all sorts to come down to the water side, there to have free trade, dealing, and commerce with us.

ARTICLE 5.

That all English commodities shall pay custom, according to the value or price that it beareth at the time that it is put into the custom house, after the rate of three and a half the hundred.

ARTICLE 6.

That all petty and pedlerly ware be free of custom, provided that it exceed not in value ten rials of eight.

ARTICLE 7.

That we shall have ten manu for our manuda carried from the water's side to Surat, and after the same rate back again: and for carts we are to repair to the mookuddum of Swally to send for Surat, and at Surat to repair to the broker for carts down again.

ARTICLE 8.

That if any of our men die in those parts, that then neither the King, nor Governor, nor under-officer shall make title or challenge to anything that to the dead belonged, nor demand fees, nor any kind of taxes, nor customs.

ARTICLE 9.

That if all our men die here in these parts, between the times of the coming of our ships, that then, by some officer thereto appointed, just and true inventory, notice, and knowledge be taken of all such monies, goods, jewels, provisions, apparel, and what else to our nation belongeth, and the same shall safely preserve and keep, and deliver to the General, Captain, or merchants of the first ships that shall after here arrive; and to receive a discharge from the General, Captain, or merchants, to whom such goods and monies shall be delivered.

ARTICLE 10.

That they secure our men and goods upon the land, redeeming all such, both goods and men, as shall happen to be taken upon the land by the Portugals; and shall deliver both men and goods again to us free of all charges, or the value of our goods and men instantly.

ARTICLE 11.

That as in all kingdoms there are some rebels and disobedient subjects, so in our nation there may be some pirates and sea-robbers, which may happen to come into these parts, and here may rob and steal; if any such shall happen then will not we, by our trade and factory here, be liable or answerable for such goods so taken, but will aid them with our best means that are so grieved by justice to our king, for redress and restitution unto them.

ARTICLE 12.

That all such provisions of victuals as shall be spent during the time that our ships shall remain here in the Rhode of Surat and Swally, half free of custom, provided it do not amount unto above a thousand dollars in money.

ARTICLE 13.

That in all questions of wrongs and injury that shall be offered unto us and to our nations, that we do receive from the judges, and those that be in authority, present and speedy justice according to the quality of our complaints and wrongs be done us, and that by delays we be not put off and wearied either by time or charges.

No. II.

The King's letters sent to Selim Shagh, the Great Moghul, in the year 1614, by Sir Thomas Roe.

James, by the Grace of Almighty God, the Creator of Heaven and Earth, King of Great Britain, France, and Ireland, Defender of the Christian Faith: etc.

To the high and mighty Monarch the Great Moghul, King of the Oriental Indies of Chandahar, of Chismer and Corason, etc., greeting.

We having notice of your great favour toward us and our subjects, by your great firman to all your Captains of rivers and officers of your customs, for the entertainment of our loving subjects the English nation with all kinds respect at what time soever they shall arrive at any of the ports within your dominions, and that they may have quiet trade and commerce without any kind of hindrance or molestation, etc., as by the Articles concluded by Suo Suff, Governor of the Guzerats, in your name, with our loving subject, Captain Thomas Best, appeareth, have thought it meet to send unto you our ambassador, which may more fully and at large handle and treat of such matters as are fit to be considered of, concerning that good and friendly correspondence which is so lately begun between us, and which will without doubt redound to the honour and utility of both nations. In which consideration, and for the furthering of such laudable commerce, we have made choice of Sir Thomas Roe, Knight, one of the principal gentlemen of our Court, to whom we have given commission, under our great Seal of England, together with directions and instructions, further to treat of such matters as may be for the continuance and increase of the utility and profit of each other's subjects, to whom we pray you to give favour and credit in whatsoever he shall move or propound toward the establishing and enlarging of the same. And for confirmation of our good inclination, and well wishing toward you, we pray you to accept in good part the present which our said ambassador will deliver unto you. And so do commit you to the merciful protection of Almighty God.

A copy of the Grand Moghul's letter to the King.

Unto a King rightly descended from his ancestors, bred in military affairs, and clothed with honour and justice.

A Commander worthy of all command, strong and constant in religion which the great Prophet Christ did teach, King James, whose love hath bred such impression in my thoughts as shall never be forgotten, but as the smell of amber, or as a garden of fragrant flowers whose beauty and odour is still increasing, so, be assured, my love shall grow and increase with yours.

Your letter which you sent me in the behalf of your merchants I have received, whereby I rest satisfied in your tender love towards me and desire you not to

take it ill for not having writ unto you heretofore; for this my present letter I send to renew our loves, and herewith do certify you that I have sent forth my firmans through all my countries to this effect, that if any English ships or merchants shall arrive in any of my ports, my people shall permit and suffer them to do what they will freely in their merchandising causes, aiding and assisting them in all occasions of injuries that shall be offered them, and that the least cause of discourtesy be not done unto them; as also that they be as free and freer than my own people. And as now and formerly I have received from you divers tokens of your love, so I desire your mindfulness of me by some novelties from your country as an argument of friendship between us, for such is the custom of Princes here.

As for your merchants, I have given express order through all my country to suffer them to sell, buy, transport, and carry away at their pleasure, without the let or hindrance of any person whatsoever, all such goods and merchandise, or other things as they shall desire to buy, and let this my letter as fully satisfy you in the desired peace and love as if my own son had been the messenger to ratify the same. And if any in my country not fearing God, nor obeying their king, or any other void of religion should endeavour, or be an instrument to break this league of friendship, I would send my son Sultan Coronne, a soldier approved in the wars, to cut him off, that no obstacle may hinder the continuance and increasing of our affections.

No. III.

Firman granted by Shah Aurungzeb to the Honourable East India Company, dated the 25th June 1667.

Be it known to the Governor, Prefects, and Officers of Affairs of the Port of Surat, present and to come confiding in our Royal favour, that at this present time, joined to happiness, certain notice is come to our ears, that whereas formerly the rate for customs of goods belonging to the merchants of the Dutch nation was on every hundred rupees three and a half rupees, and afterwards, having an eye to the profitable condition of the said people, two Rupees was only ordered; and whereas the merchants of the English nation have made their request that the rates for the customs of their goods may be confirmed according to the Dutch constitution, and that a firman may pass from our Excellent and Noble Court that the goods and merchandizes which the said merchants, having bought in Bengal, and in the Royal Seat of our Kingdom, Akburabad, and other countries and great cities, do transport by the way of Burhanpoor and Ahmedabad, to sell them in the Bundur of Surat, may not be stopped by any person in their passage on pretence of taking Rahadaries or other duties, or on any prohibition whatsoever; and in case any of the goods belonging to the aforesaid persons be robbed in the way, that the officers and the guards of the said place do, in the recovery of the said goods, make all diligent search; and whereas a petition was directed to our exalted throne, upon the sight of a letter which Ghyas-ood-deen Khan

Governor of Surat, hath written unto the trusty protector of our riches, the repose and glory of our kingdom, the pillar of our councillors, emblems of honour, the flower of our Princes, high in dignity, the provident disposer of our kingdoms and estates, the open way to riches and plenty, worthy of all grace, a rewarder of all degrees of men, a lord of pity, the mark of felicity, Chancellor of our kingdoms, and sole manager of our affairs, Jafer Khan, to this effect, that in case any favour be shown to the English nation (who are well wishers to the riches of our Court, by their services which they have performed to our benefit, have so approved themselves formerly and hitherto in an obliging manner), it will be well deserved by them; and whereas the instant desire of our mind, known in truth, and the perfection of our heart, established in justice is expended on the quiet state and universal benefit of all people: at the agreeable petition of the merchants of the English nation, having forgiven them one Rupee of the sum of three Rupees (the accustomary duties of their goods), I have now ordered them to pay but two Rupees; therefore, from this time forward on every hundred Rupees value of goods belonging to the English nation two Rupees must be taken in the aforesaid Bundur, and the Governors, Captains of Guards, Lieutenants of countries, Guards of Passes and the highways of the provinces and great cities aforesaid, shall not give any molestation or opposition to the aforesaid merchants on pretence of Rahadaries or other demands whatsoever, which are prohibited in our Court and High Palace; and in case in any place the least part of their goods or merchandize be stolen, that in the recovery of them all strict search and enquiry be made, and the thieves, together with the goods stolen, being apprehended, the goods may be delivered to the owners and the thieves to punishment. In this affair let them observe all extraordinary diligence towards our Court, and be very circumspect and cautious to abstain from the breachhereof.

Written the 11th day of Mohurrum in the tenth year of our high reign, corresponding with the 25th June A.D. 1667.

No. IV.

Treaty between the Honourable East India Company and Seedee Masood Khan and Sufdar Khan of Surat.

Original Articles of Peace executed by Seedee Masood Khan and Sufdar Khan, being written with the latter's hand in Persian, and sealed with the former's seal, dated the 17th March 1752.

Article 1.	Answer.
The peace made by Mr. Lambe and Council to be void and of no effect, and the papers to be torn, and a new receipt given for the customs.	Agreed that it be void, and a new receipt shall be given as soon as the year is expired.

Article 2.

Two lakhs of Rupees to be paid the Honourable Company for the expenses they have been at, and what lost in the Latty; the whole sum to be paid in ready money.

Answer.

Whatever the people think proper must be done to satisfy them.

Article 3.

For the Company's sake creditable posts must be given to Meah Atchund's sons.

Answer.

Agreed for the Company's sake to give them the post of Lord Mayor.

Article 4.

The Company's garden, cows, coaches, or anything else taken from us to be returned.

Answer.

Agreed that the cows, coaches, horses, etc., be returned, and a receipt taken.

Article 5.

The Company's business to go on agreeably to their firman privileges, and all goods to pass by the Moolah' gate.

Answer.

According to custom every thing will go on, and nothing unjust will be done, and perhaps better than before.

Article 6.

Mr. Lambe and the rest of the Company's people that are in town are not to be hindered from coming to

Answer.

From the government no hindrance or harm will happen to them.

Article 7.

The guards that are set about the Company's house to be taken away, and after this the like not to happen again, and all the batteries within and without that have been made upon this occasion to be taken down, which will be for the good of the people, and prevent further disputes.

Answer.

The batteries shall be taken away and nothing remain that may cause any difference between us.

ARTICLE 8.	ANSWER.
All servants and dependants upon the Company that are now in fear are not to be molested, and after this, upon no account whatever, no harm is to be done to them.	Whatever has been customary we may be assured shall be complied with.

Dated the 17th March 1752.

MEMORANDUM.—This Treaty was executed on the 17th March 1752, having on that date been signed and sealed by Sufdar Khan and Scidy Musood, and delivered to the Chief in Council at Surat. The two following writings were at the same time passed to the Chief in Council by Scidy Musood and the principal merchants and other inhabitants of Surat. This Treaty was ratified by the Government of Bombay.

Writings alluded to in the foregoing Memorandum.

SEEDEE MUSOOD KHAN and MERCHANTS writing for TWO LAKHS of Rupees to be paid in the space of one year, executed on the 17th March 1752.

Servant of the King, Scidy Musood Khan, gives this writing for two lakhs of Rupees that was agreed upon to be paid the English on making peace; the merchants and subjects of Surat have given me one for this sum and settled with me. For this reason I, on the part of the people at Surat, am bound that in the space of one year I am happy to pay this sum to the Company. These few lines are written by way of bond.

Dated the 15th of Jemmadee-ool-Awul 1165, sealed by Scidy Musood Khan and eleven of the principal inhabitants and heads of castes.

MERCHANTS' and SUBJECTS' note for TWO LAKHS of Rupees to be paid the ENGLISH, as agreed upon, on making PEACE, executed on the 17th March 1752.

Writing sealed by Moollah Ameen-ood-deen and Ibrahim Chellaby, etc., merchants and subjects, dated 15th of Jemmadee-ool-Awul 1165, 17th March 1752.

The meaning of this is, that we merchants, etc., of Surat agree to this, that because between the English and Khan there have been disputes, to put an end to which, for the sake of the people, Sufdar Khan and Scidy Musood Khan agreed to make peace, and to pay two lakhs of rupees in lieu of the expenses the English have been at: For this reason we, the merchant and subjects, willingly and without force agreed to it, agreeably to the under-written list, and after this sum is paid, this custom is to be taken off and cease, not to be a precedent in future.

The one per cent. paid upon ready money brought into town, which the Khan agreed the merchants should not pay, whatever now arises from this must be given to the English. The subjects of Surat are to pay one per cent. on all the money that they import in Bombay. Whatever arises from the customs on goods coming in or going out of Surat are now to pay one per cent. more than before, and what it may amount to is to be given to the English.

Dated the 17th March 1752.

No. V.

ARTICLES of AGREEMENT made between WILLIAM ANDREW PRICE, ESQUIRE, CHIEF of FORT VICTORIA, on the part of the HONOURABLE UNITED ENGLISH EAST INDIA COMPANY, and VITTUL RAO, ESWUNT RAO and BUGWUNT RAO, CASNESS and POETNESS to HIS SERENE HIGHNESS the SOU RAJAH,—1757.

ARTICLE 1.

Whatever merchants carry salt to Maar, the Company to collect, on account of Bancote customs, exclusive of the Sciddee Chowkie at Ambat, at Rupees 3¾ for every anna, and on other goods 2½ per cent.

ARTICLE 2.

Goods landed between Bancote and Dasgom, and passing through any part of Bugwunt Rao's country, to pay the same radarage as goods that go from Goregom and Rajahpore.

ARTICLE 3.

Salt going from Dasgom up-country, Bugwunt Rao to collect at Maar 1 Rupee and a quarter for ten oxen (every ten oxen of salt the customs of only eight to be collected).

ARTICLE 4.

Salt to be disposed of in the following manner: if any quantity of salt is laying at Maar, the English are not to dispose of more than that quantity until it is sold, but then they have liberty to sell any quantity remaining until a fresh parcel is landed at Maar, and then the above method to be again observed, and *vice versâ*, in regard to Dasgom.

ARTICLE 5.

The English to fix the price of salt at Dasgom, and the Maar Government to sell their salt there at an advance on that price at 1½ per candy.

ARTICLE 6.

All other goods whatever, excepting the Honourable Company's, to pay 8 annas per ox, with an allowance as usual.

ARTICLE 7.

Merchants landing goods at Dasgom, and afterwards choosing to carry them to Maar, the English to collect Rupees 3½ per anna on salt, and 2½ per cent. on other goods.

ARTICLE 8.

The customs at the Sciddee Chowkie on goods which may go to Maar to be as usual, namely Rupees 2½ per anna on salt, and 1½ per cent. on other goods.

ARTICLE 9.

Elephants, horses, camels, and slaves, sold by the English at Dasgom, and passing through Bugwunt Rao's country, to pay radarage as usual to the Circar.

ARTICLE 10.

The straw, grain, etc., which may come to Maar from Bugwunt Rao's country and what may go from thence to any part of his country, the same as with Nana's agreement at Poonah with the English, but in case any merchants purchase goods from any person under the Maar Government, if it passes through Dasgom, either by land or water, to pay 2½ per cent. customs.

ARTICLE 11.

Rafters, timbers, etc., that go out of Bugwunt Rao's country, or come into it, to pay 2½ per cent. customs on the valuation, exclusive of Ambat Chowkie.

ARTICLE 12.

The royalty of Maar River to be preserved to the English in the same manner as settled with Nana Pundit Prudan.

ARTICLE 13.

Subjects which fly to either government to be treated in the same manner as the subjects of the English and those of Nana's government.

ARTICLE 14.

Whatever slaves or servants may fly to the English to be returned, in like manner the Maar Government to return whatever may fly to them.

ARTICLE 15.

The chowkie at Durdwah to be removed, and Bugwunt Rao not to place any chowkies on the banks of the river.

ARTICLE 16.

The passage boat at Dasgom to belong to the English, and Bugwunt Rao not to place any passage boat on the river excepting at Maar.

ARTICLE 17.

The English will take care of the river in the same manner as settled at Poonah.

ARTICLE 18.

The Honourable Company's goods to the amount of Rupees 1,50,000 are to pass according to the agreement made at Poonah upon Bugwunt Rao's receiving a Sunnud or order for it from Poonah.

These Articles are to be inviolably observed by both parties, and in confirmation thereof to those which will remain with Bugwunt Rao, I have caused the Honourable Company's seal to be affixed at Dasgom this fifteenth day of April in the year of Our Lord one thousand seven hundred and fifty-seven, and to the counterpart, which will remain with the Honourable Company, Bugwunt Rao has caused his seal to be affixed the day and year above written, or of the Gartoo Style the 27th of Chutra 1679, and of the Mahomedan era, the 25th of Rujjub 1170.

WILLIAM A. PRICE.

Approved by the Honourable the President in Council of Bombay on the 3rd May 1757.

No. VI.

CONTRACTED and AGREED between the HONOURABLE RICHARD BOURCHIER, Esq., in behalf of the HONOURABLE ENGLISH EAST INDIA COMPANY on one part, and FARIS KHAN on the other, this 12th day of March 1758, *viz.* :—

ARTICLE 1.

That the Honourable Company's troops and marine forces shall put Faris Khan in possession of the government of the city of Surat by fixing him in the Durbar and supporting him in the same.

ARTICLE 2.

That the Honourable Company shall possess the castle of Surat, with all its immunities and emoluments, and the Tanka, etc., whatever the Scidy is now possessed of in Surat and its dependencies.

ARTICLE 3.

That Faris Khan shall pay the whole expense of the expedition, for which he binds the phurza or custom house for security of payment.

ARTICLE 4.

That the sum of Rupees two lakhs (2,00,000) shall be made good and paid to the commanders and private people, both military and marine, that they may not plunder nor commit any irregularities, which sum is to be made good to him by a varan laid upon the city, merchants, shroffs, etc., inhabitants.

ARTICLE 5.

That the water gate called Mulna's Kirkee shall at all times be possessed by the English without molestation from the government's officers or sepoys and that the two gates, one of the inward wall and one of the outward wall, next to the English garden, shall always be free for the English to come into and go out of at all times without any molestation.

ARTICLE 6.

That the Honourable Company shall enjoy all the privileges of the Moghul's royal firman as amply as they ever enjoyed them without any molestation form any of the government's officers, either to their own trade or any under their protection.

ARTICLE 7.

This contract and agreement is not intended in any shape to prejudice the immunities nor indulgences granted by the Moghul to any other Europeans, nor to prejudice the Mahrattas in whatever contracts or agreements are in force between them and the government of Surat, but that Faris Khan shall be obliged to pay them their stipulated one-third of the revenues of Surat, as has been done for some years past. Counterpart of this engagement is signed, sealed, and exchanged the day above mentioned between the contracting parties, the Honourable Richard Bourchier, Esq., and Faris Khan.

Ratified and exchanged on the 12th March 1758.

No. VII.

TREATY between the HONOURABLE EAST INDIA COMPANY and MEAH ATCHUND of SURAT, dated the 4th MARCH 1759.

ARTICLES of AGREEMENT made with MEAH ATCHUND at SURAT under date the 4th March 1759.

Agreeably to your desire, I sent a person to you, by whom you advised me verbally of your demands; and with sincerity of heart I now write the particulars I can agree to, which are as follows:-

Wrote by the Nawab over each Article.

ARTICLE 1.

That Faris Khan shall be appointed to the office of Naib in its greatest extent, as in the time of Sufdar Khan, and nobody but himself shall interfere in the said post

ARTICLE 1.

1st.—Agreeably to this Article, I fully consent to Faris Khan's appointment.

Article 2.

That whatever Articles Faris Khan has given in writing or promised to the Honourable Company (the particulars of which cannot be drawn out at present, and must be deferred till we can meet), shall be fully complied with without the least diminution.

Article 2.

2nd.—Whatever Faris Khan has wrote or promised to do for the Honourable Company, I will stand to without the least alteration.

Article 3.

That the Mecha gate shall be opened, our troops admitted, and we shall join our forces to drive our enemies out of the town.

Article 3.

The Mecha gate shall be opened, your troops admitted, and joined by mine to drive out the enemy.

Article 4.

The above Articles a person in your behalf demanded, all which I agree to and will comply with; and the government shall be continued to me in full authority; and to the above I have put my own seal, and Meer Cootb-oo-deen will sign and seal the same, after which you must send a counterpart of this writing, with the Honourable Company's seal affixed.

Article 4.

Agreed to, and that we shall act jointly in turning our enemies out of the town.

Wrote by Cootb-oo-deen.

Whatever the Honourable Company have demanded, I agree to.

Cootb-oo-deen's Seal.

A counterpart of the above articles was sealed with the Honourable Company's seal, and sent to Atchund, the 4th of March 1759.

Perwannahs granted in 1759, relating to the Castle and Tanka at Surat.

Be peace and happiness with the renowned Mr. John Spencer, Captain of the Factory in the city of Surat. By the hands of your vakeel, your present and arzee (or request) have been received, and the purport and particulars thereof are understood, and your arzee (or request) to His Majesty has been delivered. The pains you have taken, and the success you have met with in keeping open the door of Mecha, and delivering our subjects from oppression, we are pleased and satisfied with. As to the firman for the government of the castle, and Sunnud for the fleet, which are requested in the name of the English Company, I

have given your vakeel an answer, who will particularly advise you thereof. Let the peshcush on this account be quickly remitted, that it may be presented to His Majesty, and your request thereby granted. In the meantime it behoves you to carry on affairs with alacrity, and be assured that herein nothing on my part shall be wanting to countenance you.

A REPRESENTATION made to the MOGHUL by MR. JOHN SPENCER, in behalf of the HONOURABLE ENGLISH EAST INDIA COMPANY.

That by virtue of royal firmans of Your Majesty's predecessors, the English hitherto enjoyed favour at Surat, and carried on their business in a reputable manner, till in these days that the Scidy, usurping an undue authority in the town, used it to the ruin of the city in general, the lives and properties of Your Majesty's subjects being made light of by them, and they even proceeded so far as to take away the lives of our people, in direct breach of Your Majesty's firman; and, in short, instead of being the protectors of the place, became the oppressors of it, to such a degree that the just orders of Your Majesty were no ways regarded in this city, by their means; and things were come to this pass, that though, in consideration of the Tanka, the Scidy was to protect the bar, yet, so far was he from doing that, that for many months past a large fleet of Sancrajee Punt's, Ballajee Rao's Naib, entirely shut up the bar, as did a large land force by land, to the infinite detriment of the place and inhabitants in general, without the Scidy's interfering therein; and there was the greatest reason to believe that, unless some speedy and vigorous measures had soon been pursued, Your Majesty's famous city of Surat, the only port of good Mussulmen to the tomb of your Prophet, would have been brought to shame. In such circumstances, the eyes of the whole town were cast on us, as the only persons of force sufficient to save the city from the calamities that it then felt, and was still further threatened with; and in consequence of their solicitations to me, though our business in those parts of the world is only trade and merchandize, and we are not desirous of taking or governing cities or countries, yet as all the inhabitants of this place, great and small, were earnestly desirous of it, and I saw it was for the good of the place, I wrote to the General of Bombay on the subject, in such manner, that at an immense expense he sent hither, on our King's ships, a great force of good and experienced men, with a large quantity of artillery and other warlike stores of all sorts, with which I have had the happiness to procure safety to the city and ease to the inhabitants, and have procured an entire currency to Your Majesty's orders in the place; and Your Majesty's authority, by all ways in our power, will be preserved in the place as it used to be, and you will consider the English as desirous of receiving your orders, such being the intention of the Governor of Bombay and myself, whose whole power will be used to maintain the castle that we have possessed ourselves of for Your Majesty, and to preserve the bar and sea open against all opposers on your behalf; for we shall not apply the Tanka you have

granted for this purpose to others, as has hitherto been the case; and since our having done this, the enemies that surrounded the place, both by sea and land, to its great prejudice, have been removed. We are always ready for the safety of the castle and the city, with its inhabitants, and therefore hope for Your Majesty's favour in behalf of the Honourable English Company, for whose good services on this occasion I must refer Your Majesty to the representation of the inhabitants of the place.

N.B.—There accompanied this a letter to the Vizier, much to the same purpose, requesting his countenance. Letters went also in the name of the Governor of Bombay on this occasion, to the king and vizier, referring in general to the above; and the whole was attended with a representation of the town in general on our behalf, under the seals of the Nawab Naib Codjee, the head Sciads and officers, and the heads of the merchants in general.

PERWANNAH under the VIZIER'S SEAL, for SCIAD MOYNADEEN KHAN to act as GOVERNOR OF SURAT.

By the advices received here from Surat it has been made known to His Majesty that you, with the consent and at the desire of the inhabitants, are arrived there, and that afterwards the Honourable Mr. Spencer, Captain of the Factory at Surat, with the renowned Faris Khan, came and turned out Scidy Ahmed, who had possessed himself of His Majesty's castle, and greatly oppressed our subjects, and that thereby the city is now at ease, and the inhabitants satisfied; therefore it behoves you to act as may be most conducive to the good of the city and His Majesty's affairs, that every body may follow their calling without fear, and the city flourish. Let this be implicitly obeyed.

On the 2nd of Shabun, and the sixth year of the reign of His present Majesty.

HOOKUM (or order) under the VIZIER'S SEAL, to MR. SPENCER, to assist and advise with SCIAD MOYNADEEN KHAN in the GOVERNMENT of SURAT.

Be it known unto the Honourable Mr. Spencer, Captain of the Factory in Surat, that in these days advice has been received, that with the consent and at the desire of the inhabitants of the Bunder of Surat, the renowned and brave Sciad Moynadeen Khan Bahadoor came into the place, and that afterwards you with the renowned Faris Khan came, and turning out Scidy Ahmed from the king's castle, which he had possessed himself of, and given much trouble to the subjects by oppression and otherwise, gave ease and satisfaction to the inhabitants of the place, with which we are well satisfied; and it now behoves you to advise with and in conjunction with the above renowned so to carry on matters as may be most conducive to the good of the place and the honour of His Majesty, by assisting one another. Let this be done.

On the 2nd of Shabun, in the sixth year of the reign of His present Majesty.

HOOKUM under the VIZIER'S SEAL, to the SUBJECTS and INHABITANTS of SURAT, to acknowledge and assist SCIAD MOYNADEEN KHAN as GOVERNOR of SURAT.

Be it known unto all the principal Sciads, Shaiks, and otherwise and old men of understanding, as also to all the merchants and others, our subjects, inhabitants of Surat, this His Majesty is made acquainted, by ad·ices from thence, that by your consent and at your desire the brave and renowned Sciad Moynadeen Khan is come there, and after him Mr. Spencer, Captain of the Factory at Surat, with the renowned Faris Khan came and turned out Scidy Ahmed, who possessed himself of His Majesty's castle, and greatly oppressed our subjects, and that thereby the city is now at ease and the inhabitants satisfied : therefore it behoves you in all respects to assist and advise the said Moynadeen Khan, and with one accord to concur in every thing for the good of the place, which I would have implicitly obeyed.

On the 2nd of Shabun, and the sixth year of the reign of His present Majesty.

HUSBULHOOKUM under the GREAT SEAL of the NABOB VIZIER UL MAMULIK NIZAM-UL-MULCK BAHADOOR.

Be peace unto the high and renowned Mr. John Spencer. The courage and conduct you have shown in His Majesty's service for the good of our subjects, the inhabitants of Surat, are made known to His Majesty, and their letter, expressing their satisfaction therewith, has also been shown, with which His Majesty is well satisfied and praises you ; therefore upon this account, he has been pleased to order this Husbulhookum to be sent you, that you may ta.. care of His Majesty's castle, and take the preservation of the trade of these seas particularly upon you, so that the inhabitants of Surat may carry on their business and live in ease and quiet, and the ships and vessels going to and coming from the most remarkable ports, as well as others, be in no fear from rovers and pirates. The firman for the government of the castle and perwannah for the fleet, being given in charge to the English Company, shall be sent you from court.

On the 1st of the month of Zickad, and the sixth year of the reign of His present Majesty, the 24th of June 1759.

N.B.—The Husbulhookum to the Governor is in the same words as the above, only that to the epithets " high and renowned " are added " brave and courageous".

PERWANNAH under the COOCHU..K (or small) SEAL of the NAWAB VIZIER UL MAMULIK NIZAM-UL-MULCK BAHADOOR, to MR. JOHN SPENCER.

The arzee of the high and renowned, with the present and letter expressing the merchants' satisfaction, have been received by the hands of Hadee Khan. The conduct and courage you have shown for the good of the inhabitants of Surat and His Majesty's service have been in a particular manner made known to him, with which he is well pleased and praises you for. It now behoves you, with

a satisfied mind, particularly to look to the peace of the inhabitants and the preservation of His Majesty's castle, and to take care that the trade of the seas is kept open and safe; that the Hadjees, or pilgrims, and merchants, meet with no trouble and impediment, and that the ships, to and from the renowned and other ports, may be safe from any fear of violation from rovers and pirates. The firman for the government, and perwannah for the fleets, being given in charge to the English Company, shall be sent you from Court.

No date.

PERWANNAH under the COOCHUCK (or small) SEAL of the NAWAB VIZIER UL MAMULIK NIZAM-UL-MULCK BAHADOOR, to MR. JOHN SPENCER.

High and renowned, the tohod, or sums usually remitted from Surat, are now much wanted at court, and His Majesty is pressing for them. As yet what money the renowned Moynadeen Khan may have sent is not received, therefore perwannahs have been wrote to hasten him in that respect; but it likewise behoves you to press him on this head, and procure the remittance of the tohod by bills as soon as possible. Look upon this as absolutely necessary.

FIRMAN under the GREAT MOGHUL'S SEAL, and under-sealed by the VIZIER, for the HONOURABLE COMPANY'S holding the GOVERNMENT of the CASTLE OF SURAT.

Let the renowned among the people, the English Company, hope for His Majesty's favour; and be it known unto them that in these happy and victorious times His Majesty has been pleased, out of his great grace and favour, to grant unto them the Killedaree, or Government of the castle of Surat, on its being taken from Mauphez Ahmed Khan: it therefore is requisite that they should be very grateful for this His Majesty's favour, and look particularly to the welfare of the castle, keeping proper order and discipline among the troops, and having provisions, stores, and ammunition always in readiness, as has been usual, which is strictly and especially required of them by His Majesty.

Given on the 11th day of Maharim, and in the sixth year of His Majesty's reign, or 4th of September 1759.

At the back of the firman is the Grand Vizier's Seal, and all his titles written at length.

DUSTUCK (or order) under the KHAN SUMAUN'S (or Steward's) SEAL, for the HONOURABLE COMPANY'S holding the King's Fleet.

The dustuk, in the name of the noble and renowned English Company, is as follows:—By His Majesty's Husbulhookum, the office of daroga of the great fleet belonging to the Bunder of Surat, vacant by the dismission of Seidy Yacood Khan, is now delivered into your charge; therefore it behoves you to execute

the said office with great care and circumspection, and carry on the business of it justly and with moderation. Look on this as absolutely required of you.

Dated the 2nd day of Maharim, in the sixth year of His Majesty's reign, the 26th of August 1759.

At the back of this is the seal of Zechal Doulat Fidaudin Khan Bahadoor, who is Khan Sumaun, or Steward to His Majesty, whose prerogative it is to grant this order.

AN ORDER, under the VIZIER'S SEAL, to SCIAD MOYNADEEN KHAN, GOVERNOR OF SURAT, regarding the payment of the TANKA, on account of the Fleet, to the HONOURABLE COMPANY, etc.

To the brave, noble, renowned, and careful Sciad Moynadeen Khan Bahadoor, on whom is His Majesty's favour: The Vakeel of the English Company having represented that as the daroga, or post of the great fleet belonging to the Bunder of Surat, under the Soubah of Ahmedabad, on the dismission of Scidy Yacood Khan, Killedar of Dunde Rajapore, from the said post, had been granted his constituents, he hoped that a perwannah, or order for the tanka, on account of the troops of the fleet, as has been usual since the time of him who is now in Heaven (meaning Aurungzeb), among the other charges of Surat, exclusive of what is sent to court, might be given him in your name. From the archives of the kingdom it appears that this office was in the hands of Scidy Yacood Khan, and that in the twenty-third year of the reign of Mahmud Shah he procured an order on Tegbeg Khan, then Governor, for the annual payment of two lakhs according to custom, besides what was sent to court. Now in these days, the office of daroga of this fleet, on the dismission of Scidy Yacood Khan, has been granted to the said Company, as has been usual under the Dustuck or order of the Khan Sumaun (or Steward), and dated the 2nd of Maharim, and sixth year of the present reign; therefore I now write you that you may pay unto them, account charges for the forces of the fleet, the usual tanka of two lakhs every year, agreeable to the hereafter order, among the other charges, exclusive of what is sent to court; and let the accounts and papers relative thereto be transmitted hither.

Dated the 25th of Maharim, and sixth year of the reign of His present Majesty or 18th of September 1759.

On the back of this perwannah is the Vizier's seal, and the zimra, or certificate, from the several officers and registers at court, setting forth as is above related in the perwannah, and that the Vizier had given orders for registering the arzees and orders given thereon.

AN HUSBULHOOKUM, under the SEAL of the NAWAB VIZIER-UL-MAMULIK BAHADOOR to the ENGLISH COMPANY accompanying the Firman.

May His Majesty's favour ever remain upon the brave and noble English Company. It has pleased His Majesty to grant unto you the office of Killedar

(Castle Governor) of the Bunder of Surat vacant by his dismission of Mauphez Ahmed Khan, as also the office of daroga of the great fleet of the said Bunder, vacant by the dismission of Seidy Yacood Khan; therefore agreeable to his order, you are now directed to take particular care of the proper execution of the above offices, by looking well to the welfare of the castle and preservation of the merchants, etc., on the high seas, keeping them clear of pirates and rovers who may infest them. This is positively required of you.

HUSBULHOOKUM, under the VIZIER'S SEAL, to MR. RICHARD BOURCHIER, GOVERNOR OF BOMBAY.

It has pleased His Majesty to grant unto the brave and noble English Company the office of killedar of the Bunder of Surat, vacant by the dismission of Mauphez Ahmed Khan, as also the office of daroga of the great fleet of said Bunder, vacant by the dismission of Seidy Yacood Khan. Therefore agreeable to his order, this is wrote you to direct that, according to the directions and advice of the said Company, you take all the care in your power for the proper execution of the said offices, by looking well to the welfare of the castle and preservation of trade and merchants on the high seas from pirates and other rovers. Of this you are required to be very careful.

Husbulhookums similar to the above from the Vizier to the address of Mr. Spencer the Chief at Surat, and to Seiad Moynadeen Khan, Governor of Surat, reached that place from the Court of the Moghul on the 7th November 1759.

No. VIII.

ARTICLES for a TREATY of PEACE and FIRM FRIENDSHIP between the HONOURABLE WILLIAM HORNBY, ESQ., PRESIDENT and GOVERNOR, etc., COUNCIL of BOMBAY, in behalf of the HONOURABLE UNITED ENGLISH EAST INDIA COMPANY, and the NAWAB IMTYAZOOD DOWLAH, MAAZUD KHAN BAHADOOR DILERJUNG, of BAROACH, etc.,—1771.

ARTICLE 1.

Peace and friendship to subsist uninterrupted in future between the Honourable Company and the Nawab of Baroach, his heirs and successors.

ARTICLE 2.

All British subjects, or persons trading under the protection of the Honourable Company's sealed passes and colours, shall pay no customs at Baroach, etc., places in the Nawab's country, except such as the Honourable the President and Council shall impose, which shall be levied by such persons as they shall appoint

on account of the Honourable Company; and the Nawab engages, for himself and successors, that no fees, duties or exactions of any sort shall be levied on the said trade by himself or them on any pretence whatever.

ARTICLE 3.

The Honourable the President and Council shall have free liberty to settle a factory wherever they think proper; and a suitable portion of ground for building the said factory on, or a convenient house, shall be allotted for that purpose.

ARTICLE 4.

The Dutch have already a factory at Baroach; but in future no other European nation shall be permitted to settle a factory at Baroach without the consent of the Honourable the President and Council.

ARTICLE 5.

The Nawab engages never to assist the enemies of the English nation, but obliges himself to assist the Honourable Company in the wars they may be engaged in with one thousand private sepoys and three hundred cavalry, with their officers, or such larger number as they may want and he can spare, at the following rates, *viz.* :—

Each horseman	Rupees 15 per month.
Each sepoy	„ 7½ „

or at such rates as it shall appear they stand him in.

ARTICLE 6.

The Nawab will not engage in any war with any of his neighbours without the consent of the President and Council; but in all wars which he shall engage in with their consent, or if he shall be suddenly attacked in his territories, they shall give him effectual support and assistance, he paying the troops on the following terms :—

To each European	Rupees 15 per month.
To each sepoy	„ 7½ „

N.B.—The commissioned officers of the Company and the superior officers of the Nawab to be paid at the discretion of the party assisted, but with the concurrence and approbation of the party assisting.

ARTICLE 7.

The Nawab agrees to pay unto the Honourable Company, in consideration and acquittal of all demands to this day, the sum of four lakhs of Rupees, which the Honourable the President and Council agree to accept in full for their claim on him for the phoorza and exactions of customs on British merchants, on condition he shall inviolably adhere to the terms herein contained; and on failure

hereof, it is hereby declared that the above sum of four lakhs shall be deemed and taken to be for repaying the expense incurred by the expedition only; and the Honourable the President and Council in such case hereby declare themselves at free liberty to pursue the most effectual means for the recovery of any demands which they or their allies have or may hereafter have upon him. The said four lakhs of Rupees are to be paid within two years and a half from the date hereof, at the following stated periods, *viz.* :—

Two lakhs within six months from the date hereof;

One lakh more within twelve months from the first payment; and the

One lakh remaining in the following year; for which he will enter into a bond, binding himself and his heirs, and mortgaging his whole territories.

ARTICLE 8.

In case any expedition shall be hereafter undertaken, and success attend it, the Honourable the President and Council will take care that the Nawab of Baroach shall have a recompense adequate to the assistance he may afford.

ARTICLE 9.

In consideration of the friendship established between the Honourable Company and the Nawab, he shall have firm friendship with all their friends and allies, particularly the Nawabs of Surat and Cambay, with whom he shall enter into a Treaty, and shall consider all their enemies as his, and they shall consider all his enemies as theirs. For the due performance of this Article, we, on the parts of the Nawabs of Surat and Cambay, become security.

Bombay Castle, 30th November 1771.

SEPARATE ARTICLE entered into with the NAWAB of BAROACH.

You, the Nawab Saheb Imtyazood Dowlah Maazud Khan Bahadoor Dilerjung, may live at the port of Baroach, freely believing us your friends for ever. We have given up the demands of phoorza, its produce for forty years, overcharge in the customs on goods belonging to the merchants under the Honourable Company, and charge of the expedition sent against you. Our hearts are quite cleared and we have made a friendship agreeable to your wishes. No demands nor answer now remain to make with you. We have given you this acquittance, in full for all demands, as above mentioned.

We shall get paid yours and your subjects' just debts, from any persons or place under your government, on being proved. We shall admit no information against you; we look upon Baroach as ours and Bombay as yours. This protection paper is granted you from the part of the Honourable Company, with their word as well as our word and honour, that we shall not fail in our friendship and assistance of force and ammunition upon occasion, for which purpose this everlasting protection paper is given you. All the counsellors are bound

that no difference will be either with you or your children, and the friendship shall be daily increased more and more. You may, if you choose, come to Bombay with your family. For your coming and going, as well as for the performance of all the conditions herein above mentioned, this agreement will serve you as a voucher, which we agree to perform with the Honourable Company's word and honour. Should any merchants of Baroach or the persons under your protection, choose to trade for Bombay, we agree to their doing it freely, and paying the usual customs of this place, without hindrance on the part of the Honourable Company.

TRANSLATION of the NAWAB'S BOND to the HONOURABLE COMPANY.

Know all men that I, Imtyazood Dowlah Maazud Khan Bahadoor Dilerjung, Nawab of Baroach, have this day agreed and acknowledged myself indebted unto the Honourable United English East India Company the sum of four lakhs of rupees, current money of Bombay, for the payment of which to be well and truly made unto the Honourable William Hornby, Esq., President and Governor etc., Council of Bombay, at the following stated periods, I hereby bind myself, my heirs, and successors, and mortgage my whole territories, to be at the disposal of the said Company, in case of failure :—

Two lakhs within six months from the date hereof;

One ditto more within eighteen months from the date hereof;

One ditto more within two years and six months from the date hereof.

In witness whereof, etc., etc., in presence of my brother, my uncle, my codjee, my moonshee, my vakeel, who have also signed to this bond as witnesses of its being my act and deed.

No. IX.

TREATY with the NAWAB of SURAT,—1800.

ARTICLES of AGREEMENT between the HONOURABLE EAST INDIA COMPANY and their successors and the NAWAB NUSEER-OOD-DEEN KHAN, etc., etc., and his heirs and successors, for the better ADMINISTRATION of the GOVERNMENT of the CITY of SURAT and its DEPENDENCIES, concluded on the 13th May 1800, or the 19th of Zilhuj 1214 of the Hegira.

Whereas the Honourable the English East India Company have been subjected to a heavy expense for the protection of the city of Surat, and whereas the existing system of internal government in the said city has been found inadequate to the protection of the persons and property of the inhabitants; and whereas the Right Honourable the Earl of Mornington, Governor-General of the British possessions in India, and the Nawab Nuseerooddeen, etc., are mutually desirous of providing more effectually for the external defence of the city of Surat, and

for the security, ease, and happiness of the inhabitants, the following Articles of Agreement are concluded on behalf of the Honourable English Company and their successors, by the Honourable Jonathan Duncan, Governor of Bombay, vested with full powers for that purpose by the said Governor-General on the one part, and by the Nawab Nuseerooddeen, and his heirs and successors on the other part :—

ARTICLE 1.

The friendship subsisting between the Honourable English Company and the Nawab Nusseerooddeen Khan, etc., is hereby strengthened and confirmed, and the friends and the enemies of one shall be considered to be the friends and the enemies of the other.

ARTICLE 2.

The Nawab Nuseerooddeen agrees that the management and collection of the revenues of the city of Surat, and of the territories, places, and other dependencies thereof, the administration of civil and criminal justice, and generally the whole civil and military government of the said city and its dependencies, shall be vested for ever entirely and exclusively in the Honourable English Company.

ARTICLE 3.

It is agreed that the Nawab shall be treated on all occasions with the same respect and distinction as his predecessors.

ARTICLE 4.

The English Company agree to pay to the Nawab Nuseerooddeen and his heirs, out of the revenues of Surat and its dependencies, in four equal quarterly payments, one lakh of Rupees annually, which shall be considered to be the first charge payable from the said revenues. The Company also engage to pay to the said Nawab and his heirs, in addition to the above mentioned lakh of Rupees, a proportion of one-fifth of the annual revenues now arising, or which may hereafter arise, from the said city and its dependencies, after deducting the said lakh of Rupees, the sum payable to the Mahrattas, and the charges of collection. The residue of the revenues, after the foregoing reductions, shall be at the disposal of the said Company.

ARTICLE 5.

In order that the Nawab may at all times have full satisfaction in respect to the revenues of Surat and its dependencies, he, the said Nawab, shall be at liberty to inspect all the accounts thereof from time to time, or to station a vakeel or accountant, at his own expense, in all or in any of the offices of collection, for the purpose of taking and transmitting to His Excellency copies of all or any of the accounts of the said revenue.

ARTICLE 6.

Courts shall be established for the due administration of civil and criminal justice, which courts, agreeably to the stipulations in the 2nd Article, shall be

under the sole authority of the English East India Company. The said courts shall be composed of officers to be appointed by the Governor in Council of Bombay for the time being, and shall be conducted according to such Ordinances and Regulations (framed with a due regard to the existing laws and usages of the country) as shall, from time to time, be published by the said Governor in Council.

ARTICLE 7.

In complaints brought before the courts of justice, in which it shall appear, either by the application of the Nawab or the representation of the defendant at or before the time of giving in his or her answer, or by the petition of the complainant, that both parties are relations or servants of the Nawab it is agreed that such parties shall, in the first instance, be referred for justice to the Nawab or to any person he may appoint to dispense it. Any complaint against the relations or immediate servants of the Nawab by persons of a different description shall, in the first instance, be made to the chief Civil Servant at Surat, who shall refer it to the Nawab, who hereby engages to order an immediate investigation to be made, or, in case the parties should desire it, to order the dispute to be referred to a proper arbitration, the Nawab engaging to bring it to a direct issue, and to carry the sentence or award, if unfavourable to his relation or servant, into immediate execution.

No. X.

In the name of God! To Nathan Crow, Esq., Chief of Surat, in behalf of the Honourable Company Bahadoor, write Mehta Netianundjee Sookhanundjee Vedianundjee Sookhanundjee and Shevanundjee Atmaramjee, in behalf of Rajah Doorjunsingjee of Mandavee, and beg leave to represent that a Fakeer named Ubdul Raymaun, who resides at Bodhan village, has been breeding rebellion by exciting the fanaticism of the Mahomedan religion, and assembling the Mussulmans, Böhrahs, etc., of all the surrounding pergunnahs and attempting to force the Brahmins to become Mahomedans; he has also erected the flag of Islam and taken possession of Mandavee, and burned down our houses with those of the ryots and plundered to the amount of lakhs of rupees from the treasury of the Rajah, and also to the value of lakhs of rupees in money and jewels of the ryots. The Mahomedans have in fact usurped our country without justice, and those of their religion who were in our army have joined the fanatics, and the Rajah is kept under restriction. We therefore enter into an agreement of amity with you, and request that you will be pleased to send a detachment from the army of the Honourable Company to retake Mandavee and again establish our government there, and whatever charges may be incurred by sending the detachment shall be defrayed by us, and repaid by us to you on our retaking possession thereof; and if we fail to give a satisfactory answer for the abovementioned disbursements, the revenue of our territory shall be answerable for the demand. Besides defraying the aforesaid expenses we assign to you, on account of your trouble in this

affair, from the produce of the Mandavee pergunnah and those of Pardy, etc., *viz.*, 5 villages, Oudeypore, Kolluk, Balda, Pardy, and Sookus, and also of the produce of the jaghire villages, and from whatever territorial revenue we may possess we make over a share to the Honourable Company of six annas per rupee, the remaining ten annas belonging to the Rajah, and this division to remain in force for ever and ever. The Company Bahadoor, we trust, will take under their protection our Wuzarut, and maintain the Rajah in his government in future. For the sake of further security, we beg a party, consisting of twenty-five sepoys, may be stationed at Mandavee, the expense of which shall moreover be defrayed by us. We have delivered to you this writing with our signatures affixed thereupon.

Dated Sumbut 1866, Pous Sud 13th, Thursday, corresponding with 18th January 1810.

RAJAH DOORJUN SINGH.

No. XI.

To the Sircar of the Honourable Company Bahadoor, Nathan Crow, Esq., Chief of Surat; Wuzeer Netianundjee Sookhanundjee, and Vedianundjee Sookhanundjee, and Metha Shevanundjee Atmaramjee, on the part of Rajah Doorjunsingjee of Mandavee, beg leave to represent that we have entered with you in an agreement of six annas per Rupee payable to you from the territorial revenue of Mandavee Pergunnah and the fort of Pardy, etc., five villages, and which was concluded on the 17th January 1810, corresponding with Sumbut 1866, Pousood 13th. That your share of six annas, including what His Highness the Peishwa had, has been ceded to the Honourable Company in their books; for these purposes we now fix sixty thousand rupees (60,000), which from the current Murgsal, in the manner in which Your Honour will be pleased to settle the payments whereof by kistbundy or instalments and in conformity thereof, we shall pay that amount annually in the Broach or Pergunnah currency; and this writing is true.

Dated Sumbut 1866, Phagunsood 6th, Sunday, corresponding with 11th March 1810.

Witness.

RAVUL BAVAJEE.

KOOSULSING.

MAHA RANA DOORJUNSINGJEE confirmed the above writing.

NETIANUNDJEE SOOKHANUNDJEE confirmed; handwriting of Vedianund.

VEDIANUNDJEE SOOKHANUNDJEE confirmed the above writing.

SHEVANUND ATMARAM confirmed the above writing.

In the above writing, in which sixty thousand rupees are inserted, the kistbundy or instalments whereof we have mentioned below, and agreeably to which we shall

pay annually into the Sircar of the Honourable Company Bahadoor at the rate of Rs. 5,000 per month.

NETIANUND BHY SOOKHANUND
confirmed this writing.
The handwriting of Netianund.
VEDIANUND SOOKHANUNDJEE
confirmed this writing.
MHETTA SHEVANUND ATMARAM
confirmed this writing.

No. XII.

TRANSLATION of a LETTER from the NAWAB of SURAT, to the RIGHT HONOURABLE SIR EVAN NEPEAN, BART., GOVERNOR of BOMBAY, dated the 16th Jemmadee-ool-Awul 1233 of the Hegira, or 24th March 1818.

After compliments.—All praise be to God! At the present pleasant season I have been made fully acquainted, by the verbal communication of the Chief's Agent, with your proposition regarding the fixing of my fifth share, and as to the minute details and ramifications of the transaction, and your wishes on the subject with reference to the past, present and future, I duly comprehend the whole; and considering, as I do, that Your Excellency's views are intended for my well-being and happiness, and that without empty ceremonies this fact has been exemplified by actual occurrences, I have in this affair given my assent and concurrence to the settlement fixed upon by Your Excellency; and I have now the pleasure to intimate that in lieu of the said fifth share, the sum of Rupees fifty thousand in money has been definitively agreed upon to be at all times paid out of the Honourable Company's treasury to me, my family and representatives, without any examination on account of batta defalcations, or the trouble of examining books, whilst all the former engagements between me and the Honourable Company are confirmed and ratified on their former footing by this measure.

I hope Your Excellency will continue at all times to enliven the banquet of amity by communicating to me your commands and wishes.

LETTER from the RIGHT HONOURABLE SIR EVAN NEPEAN, BART., GOVERNOR OF BOMBAY, to HIS EXCELLENCY the NAWAB of SURAT, dated the 20th April 1818.

After compliments.—I have had the pleasure of receiving Your Excellency's obliging letter of the 16th of Jemmadee-ool-Awul, communicating to me Your Excellency's assent to the proposition recently made to Your Excellency by the Chief of Surat on behalf of this Government.

Your Excellency may be assured that in suggesting the arrangement, in which Your Excellency has expressed your acquiescence, the government consulted

your interests as well as the interests of the Honourable Company, and it is very acceptable to me to find Your Excellency is entirely satisfied with that modification of the existing engagements between the Honourable Company and Your Excellency; at the same time I beg Your Excellency will be assured that these engagements are not to be considered as otherwise altered in any respect, but on the contrary are now confirmed and ratified.

EVAN NEPEAN.

No. XIII.

IN THE NAME OF GUNNISSA GOD,—1818.

AGREEMENT passed to the HONOURABLE COMPANY BAHADOOR by MAHA RANA AMEERSINGJEE, the RAJAH of MANDAVEE, as follows:—

ARTICLE 1.

That several persons composing my councils and ministers had planned a desperate act against the government of the Honourable Company upon which I have dismissed them and sent them all from my confidence and service. That I shall on no account keep them in future, either publicly or privately, into any confidence and management of my affairs. I further engage that I shall never retain in my service or give my confidence to any person or persons who may be found to be enemies and bad wishers to the Sircar of the Honourable Company Bahadoor.

ARTICLE 2.

No change in the administration that may be formed for the affairs of Mandavee shall be made or effected, and no minister, etc., shall be displaced or replaced without the consent and approbation of the Honourable Company's Sircar. Provided in all these cases (if there shall be necessity for any change) an acquiescence or approbation of the Honourable Company's Sircar shall in the first instance be obtained, to carry such measures into immediate execution. Provided also that I shall not in any wise act without the full consent and acquiescence of the Honourable Company's Sircar.

I have passed this engagement at Mandavee and delivered it with my seal and signature affixed, and I declare it to be agreeable and confirmed by me.

Dated Sumbut 1874, Vuysauk vud 1, Thursday, corresponding with the 21st May A.D. 1818.

MAHA RANA HUMMEERSINGJEE.

Witnesses:

MUHUDA JAISINGBAVA.

RAWUL KOOSULSINGJEE.

SOORUTHBA CHUNDERSINGJEE.

SOORUTHBA GOOMAULSINGJEE.

No. XIV.

TREATY of PERPETUAL FRIENDSHIP and ALLIANCE between the HONOURABLE EAST INDIA COMPANY and HIS HIGHNESS MAHARAJAH PERTAUB SHEEAW, his heirs and successors, concluded at SATARA, the 25th September 1819, by CAPTAIN JAMES GRANT, POLITICAL AGENT, on the part of the HONOURABLE EAST INDIA COMPANY, and VITTUL PUNT FURNAVEES on the part of the RAJAH, by virtue of full powers from their respective governments,—1819.

Whereas the British Government having determined, in consideration of the antiquity of the house of His Highness the Rajah of Satara, to invest him with a sovereignty sufficient for the maintenance of his family in comfort and dignity, the following Articles have been agreed to between the said government and His Highness:—

ARTICLE 1.

The British Government agrees to cede in perpetual sovereignty to the Rajah of Satara, his heirs and successors, the districts specified in the annexed Schedule.

ARTICLE 2.

The Rajah, for himself and for his heirs and successors, engages to hold the territory in subordinate co-operation with the British Government, and to be guided in all matters by the advice of the British Agent at His Highness' Court.

ARTICLE 3.

The British Government charges itself with the defence of the Rajah's territories and engages to protect His Highness from all injury and aggression. The Rajah, for himself and for his heirs and successors, engages to afford every facility to the purchase of supplies for such troops as may be stationed in his country, or may pass through it, and the pasture lands now appropriated for the use of the troops are to be permanently given up to them. The Rajah likewise, for himself and for his heirs and successors, engages to afford all the assistance in his power to the British Government in all wars and military operations in which it may be engaged.

ARTICLE 4.

His Highness, for himself and for his heirs and successors, engages at no time to increase or diminish the military force without the previous knowledge and consent of the British Government.

ARTICLE 5.

The Rajah, for himself and for his heirs and successors, engages to forbear from all intercourse with foreign powers, and with all sirdars, jaghiredars, chiefs and ministers, and all persons of whatever description, who are not by the above Articles rendered subject to His Highness' authority; with all the above persons

His Highness, for himself and for his heirs and successors, engages to have no connection or correspondence. Any affairs that may arise with them relating to His Highness are to be exclusively conducted by the British Government. If (for the purpose of forming matrimonial connexions for His Highness' family, or for any similar purpose) His Highness has occasion to communicate with persons not rendered subject to his authority by this agreement, such communication is to be made entirely through the Political Agent.

This Article is a fundamental condition of the present Agreement, and any departure from it on the Rajah's part shall subject him to the loss of all the advantages he may gain by the said Agreement.

ARTICLE 6.

The Rajah shall ultimately have the entire management of the country now ceded to him; but as it is necessary, on account of the recent conquest of the country, that it should at first be governed with particular care and prudence, the administration will for the present remain in the hands of the British Political Agent. That officer will, however, conduct the Government in the Rajah's name; and in consultation with His Highness, and in proportion as His Highness and his officers shall acquire experience and evince their ability to govern the country, the British Government will gradually transfer the whole administration into their hands. He will, however, at all times attend, as above agreed, to the advice which the British Political Agent shall offer him for the good of his State, and for the maintenance of general tranquillity.

ARTICLE 7.

The possessions of the Jaghiredars within His Highness' territory are to be under the guarantee of the British Government, which, on the other hand, engages to secure their performing the service which they owe to His Highness according to established custom.

ARTICLE 8.

All persons guilty of murder, treason, robbery, or other great offences, who may fly from the territories of the Company into those of the Rajah, are to be given up to the British Government. In like manner all criminals, as above described, who may fly into the territories of the British Government, are to be given up to the Rajah. For the better execution of justice and prevention of crimes, the Rajah consents that the officers of the British Government may pursue criminals and apprehend them in his territory.

ARTICLE 9.

The ghauts are to be the general boundary of the Rajah's territory towards the Concan. Where no specific exception is made, those mountains are to be included within His Highness' territory.

A survey is to be undertaken as soon as convenient to fix the frontier where the mountains run into the plain. The British Government reserves to itself the right of retaining such portions of the mountains so situated as may be necessary to make a clear frontier, or for other purposes.

The British Government also reserves to itself the right of cutting timber on the western sides of the ghauts. The customs in the line of ghauts are to be levied by the Company, and an equivalent allowed to the Rajah.

ARTICLE 10.

The Honourable Company and the Rajah agree to enter, as soon as may be convenient, on a commercial Treaty, and in the meantime the Rajah, for himself and for his heirs and successors, engages to adopt the same system with regard to customs as that which may be adopted by the British Government in its adjoining territories.

ARTICLE 11.

This Treaty, consisting of eleven Articles, being this day settled and concluded at Satara by Captain James Grant and Vittul Punt Furnavees, Captain Grant has delivered to His Highness Maharajah Pertaub Sheeaw a copy of the same in English, Mahratta, and Persian, under the seal and signature of the said Captain James Grant, and His Highness Maharajah Pertaub Sheeaw has delivered to the said Captain James Grant another copy, also in English, Mahratta, and Persian, bearing His Highness' seal and signature; and the aforesaid Captain James Grant has engaged to procure and deliver to His Highness, without delay, a copy of the same duly ratified by His Excellency the Most Noble Francis, Marquis of Hastings, K.G., one of His Britannic Majesty's Most Honourable Privy Council, Governor-General in Council, appointed by the Honourable Company to direct and control all their affairs in the East Indies, Commander-in-Chief of His Majesty's and the Honourable Company's forces, etc., on the receipt of which by His said Highness, this Treaty shall be deemed complete and binding on the Honourable East India Company and on His Highness Rajah Pertaub Sheeaw, and the copy now delivered to His said Highness shall be returned.

HASTINGS.

JAS. STEWART.

J. ADAM.

Ratified by the Governor-General in Council this 27th day of November 1819.

C. T. METCALFE,
Secretary to Government.

SCHEDULE of the TERRITORY and REVENUE ceded to HIS HIGHNESS MAHARAJAH PERTAUB SHEEAW OF SATARA by the 1st Article of the TREATY concluded at SATARA on the 25th September 1819, and to which this SCHEDULE is annexed.

The frontier extends from the Kistna and Warna on the south, to the Neera and Beema on the north, and from the western ghauts, or Syadree Hills on the west, to the districts of Punderpore and Beejapore on the east, exclusive of jaghires, etc.

I. That portion of Neerthuree, in the Poona Prant, and that share of Seerwul which lies south of the Neera River.

II. The whole of the Waee Prant, including the following turrufs and villages :—

1. Huwelee.
2. Wagholee.
3. Neemb.
4. Koregaom.
5. Satara.
6. Médhé.
7. Purlee.
8. Koodal.
9. Wundun.

III. Belonging to the turruf of Roheerkhorie, Prant Mawul :—

1. Mouza Kanowree.
2. Umul, in the village of Hatnose.

IV. The whole of Jaolee Soobah, from the line at which the ghauts join the plain in the Concan, and including the following nine turrufs :—

1. Bara Mooré.
2. Sonat Solee.
3. Tamb.
4. Ategaom.
5. Kedumb.
6. Helwak.
7. Bamnolee.
8. Kandatkhore.
9. Jor Khore with the fort of Pertabghur.

But the forts of Wasota, Buhirowgur, and Pruchitgur are to be garrisoned and held by the British Government during its pleasure, but the lands immediately attached to them and within the line aforesaid are to belong to the Rajah.

V. The Prant Kurar, including the following turrufs and villages :—

1. Turruf Huwelee, including Barsé.
2. Oombrus.
3. Targaon.
4. Naneghol
5. Tarulé.
6. Murlee.
7. Patun.
8. Waroon.
9. Kolé.
10. Kuryat Ound.

VI. Belonging to the Southern Concan, eight villages—

1. Turruf Sawurdi—

1. Mouza Waghree.
2. „ Pathurpoonj.
3. „ Mula.
4. „ Kolun.
5. Mouza Nao.
6. „ Goware.
7. „ Dankne.
8. „ Wulwun.

2. One village in the turruf of Chiploon—

1. Numé Ghaut Matha.

3.—Six villages in the pergunnah of Kolhardesh—

1. Kusba Kolhar.	4. Mouza Rocneehal.
2. Mouza Huludgénoor.	5. " Cheekgursungee.
3. " Heeregursungee.	6. " Mootuldeenee.

4.—Pergunnah Bulotee.

5.—Six villages in the pergunnah of Seedhnath—

1. Kusba Seedhnath.	4. Mouza Turulgee.
2. Mouza Hule Roolee.	5. " Telgee.
3. " Soolkhair.	6. " Cheeruldinee.

6.—Village in the pergunnah of Cheemulgé—

1. Mouza Kowlga.

7.—Villages and shares in the pergunnah of Hortee—

s.

1. Kusba Hortee	11. Mouza Bomunhullee.
2. Mouza Kooloorgee.	12. " Busnal.
3. " Domnal.	13. " Sawulsung.
4. " Kuncheenal.	14. " Hulgoonkee.
5. " Muknapore.	15. " Goondwan.
6. " Boblad.	16. " Sonkunhullee.
7. " Hurulsung.	17. " Koorgee.
8. " Neembul Boozoorg.	18. " Modusnal.
9. " Neembul Khoord.	19. " Dégeenal.
10. " Kunal.	20. " Goonkee.

21. Mouza Agusnal.

Half Villages.

1. Mouza Turgondee.

Umuls.

1. Mouza Kupneemburgee.	2. Mouza Kotnal.

8.—Villages and shares in the pergunnah of Hulsungee—

Villages.

1. Kusba Hulsungee.	13. Mouza Munukulgee.
2. Mouza Yelgee.	14. " Maeenhullee.
3. " Tudéwaree.	15. " Murgoor.
4. " Arjoonal.	16. " Choudhal.
5. " Bhyrungee.	17. " Hingnee.
6. " Boodeehul.	18. " Bargoondee.
7. " Keroor.	19. " Ueersung.
8. " Chunégaon.	20. " Mueelar.
9. " Ajootgee.	21. " Shergoor.
10. " Putnoor.	22. " Anchee.
11. " Bevnoor.	23. " Nundral.
12. " Chorgee.	24. " Shirnal.

25. Mouza Lonee Khoord.

Half Villages.

1. Mouza Dhoolkhair.

Umuls in

1. Mouza Lucham.
2. " Belolee.
3. Mouza Zulke.
4. " Lonee.

9.—Fifteen villages in the pergunnah of Mumdapore—

1. Kusba Mumdapore.
2. Mouza Belumbee.
3. " Sootgoondee.
4. " Déwurgénoor.
5. " Mudgoonkee.
6. " Hunchinal.
7. " Korbagee.
8. Mouza Ségoonsee.
9. " Dewapore.
10. " Arjoongee.
11. " Katurhal.
12. " Hokoondee.
13. " Hulgunee.
14. " Lingudhullee.
15. Mouza Kumbagee.

10.—Six villages in the pergunnah of Goté—

1. Mouza Bableshwur.
2. " Needonee.
3. " Dashal.
4. Mouza Dunjal.
5. " Nagurhal.
6. " Koomutgee.

11.—In the pergunnah of Indee—

1. Umul in the village of Seergoor.

12.—In the pergunnah of Ooklee—

1. Mouza Hometgee.

13.—Ten villages in the pergunnahs of Jut and Kurujgee—

Pergunnah Jut.

1. Mouza Chinchalé.
2. Mouza Nural.
3. Mouza Par.

Pergunnah Kurujgee.

1. Mouza Ghureedee.
2. " Bhonsé.
3. " Rer.
4. Mouza Deeksul.
5. " Hungeergé.
6. " Wankee.
7. Mouza Yedrao.

14.—In the pergunnah of Mungulvedha—

1. Mouza Khoopsingee.

XI.—The following turrufs and villages in the Prant Meeruj, *viz.* :—

1. Kuryat Bhalownee.
2. " Eet.
3. Kuryat Khanapore.
4. The village of Benoor in Kuryat Unjunee.

5.—In the Kuryat Isapore, the Umuls in the following villages, *viz.* :—

1. Mouza Ulte.
2. " Andhulee.
3. Mouza Nimbluk.
4. " Neemb.
5. Mouza Seergaon.

6.—In the Kuryat Beelowree—

1. Mouza Doodharee. | 2. Duhiaree.

Umule in the following villages :—

1. Mouza Tooparee.
2. " Bumbuvdé
3. " Ghogaon.
4. Mouza Doodhon.
5. " Takaree.
6. " Nagral.

7.—Kuryat Kowtémahankal—

1. Mouza Nimnee.

Umule.

1. Mouza Kowlapore.
2. " Mudgoonkee.
3. Mouza Sheergaon.
4. " Nagaon near Nimnee.
5. Mouza Kowte.

8.—Kuryat Aahte—

1. Mouza Tandoolwaree.
2. " Koondulwaree.
3. " Dhowlee.
4. " Shakhalé.
5. Mouza Eetkuré.
6. " Malowree.
7. " Umul in the village of Pokhurnee.

9.—In Kuryat Sanglee—

1. Umul in the village of Bisoor.

10.—Huwellee Meeruj—

Umule in the following villages :—

1. Mouza Bamnee.
2. " Neeljee.
3. " Tanug.
4. " Tanklee.
5. " Belwar.
6. Mouza Khutao.
7. " Saolee.
8. Mola Koombhoz, belonging to Kusba Koombhoz.
9. Mouza Sawulwaree.

11.—Kuryat Tasgaon—

1. Mouza Poondee.
2. " Chinchnee.
3. Mouza Paré.
4. " Mungrool.

12.—In Kuryat Sawurdé—

1. Kusba Sawurdé. | 2. Mouza Lode.
3. Umul in Dorlee.

13.—Kuryat Deshing—

1. Mouza Kurolee.

XII.—The following turrufs and villages in the Prant Punala :—

1. Kuryat Wangee. | 2. Turruf Walvé.
3. Kuryat Béz.

1. Mouza Baonchee. | 2. Kusba Peuth.
3. Umul in Kowté Peeran.

4.—Of Kuryat Wurgaon—

1. Mouza Sheegaon. | 2. Mouza Koregaon.

5.—Of Kuryat Kodolee—

1. Mouza Kurunjowdé. | 2. Aeetowreé Khoord.

3. Umul in the village of Chikoordé.

6.—Of turruf Huwelee belonging to Kolhapore—

Mouza Koorlup.

7.—Of Kuryat Tulbeer—

1. Kusba Tulbeer.
2. Mouza Maugaon.
3. " Karowlé.
4. Mouza Moondhé.
5. " Ooroot.
6. Umul in the village of Wulphul.

8.—Kuryat Kaségaon—

Villages.

1. Kusba Kaségaon.
2. Mouza Yedé.
3. Mouza Tambvé.
4. " Shenolee.
5. Mouza Retre Hurnax.

Umuls.

1. Mouza Malkher. | 2. Mouza Nurseempoorepore.

9.—Of Kuryat Satré—

1. Umul in the village of Magié.

10.—Pergunnah Sheerala—

11.—Umul in the Kusba of Kulédhon.

XIII.—The following villages in the Prant Raeebag:—

1. Kuryat Nanduré—

Umuls.

1. Mouza Khoojegaon.
2. " Haénolee.
3. Mouza Moralé.
4. " Bendurea.
5. Mouza Benapore.

2.—Umul in the village of Wariyé.

XIV.—The following villages in the Prant Kagul:—

1.—Of Kuryat Dingrus—

1. Mouza Dongur Sonee.

Umuls.

1. Kusba Dingrus. | 2. Mouza Beegaon

2.—Umul in the village of Rajepore.

3.—Kuryat Manjuree—

1. Umul in the village of Anusa.

XV.—The following villages in the pergunnah of Hookeree :—

1.—Kuryat Doodgaon—

1. Kusba Doodgaon.

Umuls.

1. Mouza Borgaon Dooppat. | 2. Mouza Bhurkimbe.

2.—Kusba Saolus.

3.—Kuryat Joogool—

1. Umul in the village of Mungawutee.

The possessions of the Rajah of Akulkote, the Punt Sucheo, the Punt Pruthee Nidhee, the jaghire of the Duflas in the pergunnah of Jut, the jaghire of Jan Rao Naik Nimbalkur in the pergunnah of Phultan, and the jaghire of Shaikh Mira Waeekur.

Such villages or umuls as belong to the Putwurdhuns within the boundaries of any of the abovementioned pergunnahs are to be continued to be possessed by them, subject to such exchanges as the British Government may see fit, and in like manner such villages and umuls as belong to the Rajah, which may be situated within the pergunnahs or turrufs belonging to the British Government or the Putwurdhuns, will be liable to such exchanges as the British Government may deem proper for the general convenience of the parties concerned.

The Rajah shall have power to make such exchanges with the Rajah of Akulkote the Punt Sucheo, and the jaghiredars subject to his authority as may be desirable to the parties concerned, for the purposes of consolidating their respective possessions, provided that such exchanges be undertaken with the immediate concurrence of the Agent of the British Government.

This Schedule was substituted in 1826 for the original Schedule attached to the Treaty.

No. XV.

TERMS granted by the HONOURABLE EAST INDIA COMPANY to SIDOJEE RAO NAIK NIMBALKUR, regarding the lands which he held from the GOVERNMENT of HIS HIGHNESS the PEISHWA for the PAYMENT of his CONTINGENT, of his PERSONAL ALLOWANCE, etc., which are now comprised with the rest of the country in the TERRITORIES of the BRITISH GOVERNMENT, and are graciously granted to him, bearing date A.D. 1820.

ARTICLE 1.

There was formerly a jaghire in your possession for contingent, etc. The talooks of Chickodee and Manowalee have been given to others by the British

Government; these have been deducted. The grants in the old jaghire, and in lieu of the mokassa and other items of revenue in the Nawab's country, with the jaghire now fixed to be granted by the British Government altogether for personal allowance and establishment, amount to Rupees 50,000; Rupees 12,000 is allowed in addition to support the dignity of Sir Lushkur, in lieu of what has been discontinued under this head. With the exception of this sum of Rupees 62,000 the rest of jaghire is held for the support of a contingent of horse. In the Tynat Zabita the contingent required is of the three kinds; the maintenance of these would be more than you could perform. The service of the British Government is throughout the whole year, without excuse. The horses are required to be good and effective. The amount of contingent at the rate of Rupees 300 per horse is 1,107; three-fourths of these were relinquished, and a fourth of the contingent was fixed, amounting to 277 horse. You have requested to have 27 horse further reduced, and have agreed to furnish 250; this is accordingly granted as you wish.

ARTICLE 2.

Your troops shall be mustered whenever called on; the horses and men shall be good and effective, and shall serve the whole year. Should the number upon muster prove deficient, the amount of such deficiency shall be repaid to Government at the rate of Rupees 300. If a detachment of from 15 to 20 horse is required to be sent from the army on your affairs, you must first mention it to the officer in command on the part of the Government, and they will in that case be included in the muster. When your troops are not required, they will be permitted to return to your own station for monsoon quarters for four months during the rainy season, but if they are required, they must remain.

ARTICLE 3.

You shall serve in such manner as the government may order; you will not in general be required to serve beyond the Godavery and the Tumbadra; but if at any time you should be required to do so, you must go without objecting. On such occasions you will be furnished by government with money for the payment of your troops at the established rate of pay, which money is to be repaid to government in your country.

ARTICLE 4.

In the event of either men or horses being killed or wounded in action you will receive no compensation from government. All expenses are to be provided for out of the allowance granted. This is to be observed according to former practice; but if any great man should be wounded or killed in action, a reward will be given to him by the government if wounded, or a pension to his family if he be killed in action.

ARTICLE 5.

In addition to your contingent you will maintain at your own expense such establishments for the preservation of order within your limits as may be neces-

sary; and in the event of disturbances in your neighbourhood, you will furnish assistance with such troops as may be in your lands.

ARTICLE 6.

As long as you continue to serve the British Government with fidelity and attachment, your jaghire shall remain undisturbed in your possession and that of the Sirdars of your family, and a Sunnud shall be procured to the same effect from His Excellency the Most Noble the Governor-General hereafter. When new Sunnuds are required for the descendants of each respectively, it is to be represented to the government, which will graciously confer a new Sunnud and continue the jaghire without exacting any nuzzur.

ARTICLE 7.

Any villages, lands, or other possessions belonging to your surinjam or enam situated within the lands of government, shall be continued without obstruction as they have heretofore been continued. You will continue all rights within your jaghire, whether belonging to the State or individuals; all doomallee, surinjam, and enam villages and lands, all wurshasuns (or annual pensions), dhurmadaos (or charitable allowances), dewashthans (or religious establishments), rozeenah (daily stipend), khyrats (alms to Mahomedans), nemnooks (or assignments on the revenue), etc., in conformity to the list contained in the grant of your surinjam; and if in any particular instance any interruption shall have been offered to a grant not annulled by government, such grant shall likewise be made good without hindrance to the proprietor. No complaints on this head are to be suffered to reach the government. If any should act improperly, or be without heirs, you shall report to the British, which has authority to punish and resume. If any zemindar should be guilty of rebellion or treason, or should resist your authority, or die without heirs, you are at liberty to resume his lands as a punishment, on satisfying yourself of his guilt, at the same time reporting the matter to government and receiving its orders regarding it, which shall be executed accordingly.

ARTICLE 8.

You will attend to the prosperity of the ryots of your jaghire, to the strict administration of justice, and the effectual suppression of robberies, murders, tullee, arsons, and other crimes. Should that not be done, and the Government gives orders regarding any complaint made in your jaghire, you will act accordingly in the settlement of the matter. Any decision of government regarding the administration of justice which may be made on investigation must be duly executed. If any obstruction should be offered, or should the country fall into great disorder, and robberies and other offences begin to be committed, the government will make such arrangements for the surinjamee lands as it may deem proper.

ARTICLE 9.

You shall on no account entertain troops for the purpose of engaging in a contest with any person whatever. In the event of any cause of dispute arising, you must not resort yourself to extreme measures, but must refer the question to government for consideration; it will then be impartially adjusted, and you must abide by the decision.

ARTICLE 10.

You shall hold no connexion nor correspondence with Bajee Rao or other dowlutdars or suwasthans, as proclaimed by government, and shall afford aid to no disaffected person. This condition is hereby engaged for, and if infringed, the jaghire will not be continued.

ARTICLE 11.

If any offenders from your jaghire lands shall come into those of the Government, you will represent the affair, and they shall on enquiry be delivered up to you; and should any offender against the Government or criminal belonging to its territories, seek refuge in your country, he shall be apprehended and delivered up, and if pursued by the Government officers, you will afford every assistance in delivering up such offender.

ARTICLE 12.

The British Government will maintain your rank and dignity as it was maintained under His Highness the Peishwa in former times. It will attend to any of your representations and will decide equitably upon them.

The above 12 Articles are agreed to this 14th June 1820, Ramzan 5th Jestmas.

No. XVI.

TREATY with RAGHOJEE ANGRIA of COLABA, June 1822.

Whereas, by the conquest of the territories of Bajee Rao, the late Peishwa, and the complete extinction of his power, the rights possessed by his government are now transferred to that of the Honourable East India Company; and whereas it is desirable to fix with precision the future relations between the said Company and Raghojee Angria, the following Articles have been agreed upon:—

ARTICLE 1.

The friendly relations which have long subsisted between the Honourable East India Company and the Colaba State are hereby confirmed, and the British Government agrees to afford its protection to the Chieftain of Colaba against the attacks of any other State.

ARTICLE 2.

Raghojee Angria, in consideration of such protection, engages, on his part not to employ in his service any foreigner of any description whatever, whether European or American, not to allow such foreigner to reside within his dominions without the permission of the British Government; and in the event of any such person arriving within his dominions, to report the appearance of such person to the British Government; neither will he enter into any treaty of alliance or commerce with any of the Native States, but place his sole reliance on the protection and support of the British Government in the enjoyment of his rights. And for securing the objects of this stipulation, it is further agreed that no communication or correspondence shall be holden by the State of Colaba with any other Potentate or State without the previous knowledge and sanction of the Honourable Company's government, but the Colaba State will continue the usual correspondence with the Khan of Junjeera, Sucheo Punt, and other umuldars on the border of the Colaba districts, respecting disputes which arise in the mehals and dependencies.

ARTICLE 3.

The territories of the Colaba State being intermixed with those of the British Government, and it being desirable that the possessions of each should be concentrated by exchanges to be made on fair and just principles, it is hereby agreed that such exchanges as may be necessary, with a view to the attainment of that object, shall be adjusted by Commissioners to be nominated for the purpose of settling the boundaries of the British Government and those of the principality of Colaba. And the British Government, relying upon the fidelity of Raghojee Angria, and on the sincerity of his acknowledgment of the supremacy of the Honourable Company, hereby guarantees to him, and to his heirs and successors, on the conditions hereafter specified, the integrity of his dominions, the boundaries of which will be defined by Commissioners to be appointed in pursuance of the foregoing provision.

ARTICLE 4.

The British Government relinquishes in favour of Raghojee Angria, his heirs and successors, nuzzur nuzzurana, as received or claimed by the late Peishwa and his successors, but reserves to itself entire supremacy over the Colaba State and the right of conferring investiture on the Chief of Colaba on any vacancy of the musnud. And the said Raghojee Angria hereby engages, in behalf of himself, his heirs and successors, to act generally in subordinate co-operation to the British Government.

ARTICLE 5.

The British courts of justice, laws and regulations, shall not be introduced into the principality of Colaba against the will of Raghojee Angria, his heirs and successors; but the British Government hereby requires and provides, and the Chieftain aforesaid in behalf of himself, his heirs and successors, hereby engages, for the continuance in possession of all persons actually holding enam and surinjam lands up to the present time, under the Sunnuds of the Peishwa or the Rajah of Satara.

ARTICLE 6.

And whereas the said Raghojee Angria has solicited (*vide* A) that the Honourable Company would guarantee to Venaik Rao Pursram Dewanjee and his associates certain villages and lands, of the value of Rupees 15,001, as per annexed list (*vide* B), the whole have been assigned to him as a reward for his past services, together with a debt due by the State of Colaba to the said Venaik Rao Pursram Dewanjee (*vide* C, D, E), not exceeding Rupees 2,28,287-3-18¾, and that the said Dewanjee shall not unjustly be molested by the Colaba State. Whereas the Honourable Company's government have undertaken the aforesaid guarantee to the said Venaik Rao Pursram Dewanjee, and to his heirs and successors, together with certain other persons therein named, Raghojee Angria hereby engages, in behalf of himself, his heirs and successors, to make due provision for the payment of such amount as may appear on investigation to be justly due to the said Venaik Rao Pursram Dewanjee; and in failure thereof, he further agrees that the Company shall be at liberty to interfere, when occasion renders it necessary, with a view to compel the said Raghojee Angria to place the said debt in a train of liquidation, by allotting specific funds for that purpose; but it is to be understood that on the discharge of the said debts, any funds which might be allotted to the payment thereof will revert to the said Raghojee Angria, his heirs and successors, on their former footing. With respect to the abovementioned debt, such amount as may be ascertained to be justly due shall be paid. In case of any item in the account being objected to by either of the parties, as to its being of a greater or less amount, in the event of their not being able to come to an amicable private settlement between themselves, the Honourable Company's government will, on investigation, decide on any such disputed point, and order the party whose claim may appear just to receive credit for such ascertained amount. And whereas certain rights, immunities, and indulgences as to fields, salt, batty-fields, pal, etc., now held by the Dewanjee and his associates as mentioned in the annexed memorandum (*vide* F), may be affected by the exchange of territories the said Company engages to continue them to the said Dewanjee and his associates, to be enjoyed on the same footing under the British Government, as before under that of the Colaba State.

ARTICLE 7.

All balances shall be adjusted within a reasonable time, and engagement shall be taken to that effect from all persons in arrear. In default of payment the parties shall be given up.

ARTICLE 8.

All guns, stores, and other moveable property in the forts and places to be mutually exchanged, are to be removed by the parties relinquishing the same.

ARTICLE 9.

Raghojee Angria hereby agrees, on behalf of himself, his heirs and successors that in no case whatever shall any asylum be afforded within the limits of his

possessions to any public offenders, or to any persons desirous of escaping from the jurisdiction of the Company's court of justice, or from the authority of the revenue officers, or of any other branch of the authority of the Honourable Company; and he further agrees to deliver up all such persons without delay, on application from such officer or officers as the Governor in Council of Bombay shall appoint for the purpose.

ARTICLE 10.

Raghojee Angria doth hereby engage on his own part, and on the part of his heirs and successors, to prohibit the import and export, as well as the transit of opium, within any part of the territories of the Colaba State.

ARTICLE 11.

And whereas the British Government hath bound itself to protect Raghojee Angria, his heirs and successors, against the attacks of any other State and to secure to him the quiet possession of the territories dependent upon Colaba; and whereas it is incumbent upon Raghojee Angria and his successors to make permanent provision for the support of Manajee Angria, now residing on the island of Bombay, on a stipend of Rupees 250 per mensem, allowed to him by the State of Colaba, the said Raghojee Angria hereby engages, on behalf of himself, his heirs and successors to continue payment of the said stipend of Rupees 250 per month to the British Government, as heretofore, for the purpose above stated whilst the said Manajee Angria shall conduct himself in a suitable manner towards the government of Colaba, as now established; if any circumstances shall hereafter give rise to complaints against the said Manajee Angria by the Colaba administration for the time being, the British Government reserves to itself the exclusive right of deciding upon the conduct of the said Manajee Angria, whilst he continues to reside within the British dominions, and also as to the propriety, or otherwise, of the continuance of his said stipend of Rupees 250.

ARTICLE 12.

Beyond the boundaries of the Colaba State, as to be fixed by the exchange of territory, there are several villages, umuls, lands, wuttuns, and places belonging to it, both above the ghats and below them, in turuff Nagota, talooka Soodhagur. These, whatever on enquiry they may appear to be, will after due deliberation, be continued as heretofore, a detailed Schedule of them being hereafter made out and annexed to this Treaty.

HASTINGS.

J. ADAM.

J. FENDALL.

W. B. BAYLEY.

Ratified by the Governor-General in Council at Fort William in Bengal, this 16th day of August 1822.

G. SWINTON,

Secretary.

A.

TRANSLATION of a LETTER from RAGHOJEE ANGRIA of COLABA to the HONOURABLE M. ELPHINSTONE, at POONA, dated the 27th Jemmadee-ool-Awul, or 4th April 1818.

After compliments.—Venaick Pursram, the Dewanjee, having eminently served the State of Colaba under the administration of the late Manajee Angria, and preserved it by maintaining the alliance with the Honourable Company when Bajee Rao subsequently broke with the Honourable Company and commenced hostilities, certain allowances and enams were granted to him and to those connected with him, as specified in a separate Memorandum, and which are to be enjoyed by the respective parties and their heirs, without objection, even though the said Dewanjee should retire from office. Any claims possessed by him against the State are also to be adjusted by the accounts, and he is to be duly protected by it, whenever occasion may render such protection necessary. I request that the Honourable Company's government will satisfy him on this point.

B.

MEMORANDUM of ASSIGNMENTS made by the COLABA STATE to VENAICK PURSRAM, Dewan, and to his dependants, Anno Sunnut Seman Ushurah-wu-Myatein wu-Ulf, A.D. 1817-1818.

	Rs.	q.	r.	Rs.	q.	r.	Rs.	q.	r.
To Venaick Pursram, for himself							10,002	0	0
Villages granted in the district of Manickghur for				8,002	0	0			
The whole village of Keproleo, in the district of Assurwulee, as enam, the batty is fixed at the rate of Rs. 16, as per Sunnud	1,000	0	0						
Villages granted as nemnook as per Sunnud, to the amount of	7,002	0	0						

1 The village of Oolway.
1 Ditto Furghur.
1 Ditto Dapolee.
1 Ditto Johur.
1 Ditto Sawlay.
1 Ditto Pirkonay.
1 Ditto Kopur.
1 Ditto A distillery in the district of Acorvulee.

8

		Rs. q. r.		
The amount of which		7,542 0 0		
Deduct the amount granted separately, *viz.*—				
To Pandoorung Nursurweed . . .	200 0 0			
To his dependants	340 0 0			
		540 0 0		
Balance		7,002 0 0		
			8,002 0 0	
Payable from the Treasury in cash as nemnook . .			2,000 0 0	
To his dependants, as nemnook, Rupees 4,260-2-25, *viz.*—				
To Bapoojee Bullab, Rupees 1,872.				
Villages to the amount of Rupees 1,300, viz.—				
The village of Kadhewlee in the district of Manickghur, as enam, as per Sunnud .	772 0 0			
The village of Nedhowlee, in the district of Manickghur, granted for defraying the expenses of a palanquin . .	528 0 0			
		1,300 0 0		
From the treasury, as nemnook . .		572 0 0		
			1,872 0 0	
To Khandoo Setaram, Rupees 1,368.				
Enam villages in the district of Manickghur, as per Sunnud with detailed Memorandum, Rupees . . .		360 0 0		
The whole village of Put, in the district of Doorgatun	334 1 18¾			
Five beegahs of land in the village of Cambay, within the division of Doorgatun, estimated . .	25 2 81¼			
From the treasury, as nemnook . .		1,008 0 0		
			1,368 0 0	
To Pandoorung, Nursing, Rupees	580 2 25			
As enam . . .	200 0 0			
On account of land .	80 2 25			
		280 2 25		
From the treasury, as nemnook . .		300 0 0		
			580 2 25	
Amount of enam villages to be given to his dependants of the ———, but which are granted in his own name			340 0 0	
To Baboo Chut, the son of Gungadhur Chut Vidheeas, from the village of Vurunee . . .			100 0 0	
				4,260 2 25
To certain Karkoons and Brahmins, who are his dependants, from the treasury				736 1 75
				15,001 0 0

Recapitulation.

The amount of villages and lands granted	10,382 2 25	
From the treasury	4,618 1 75	
		15,001 0 0

Amounting to Rupees fifteen thousand and one, *viz.*, villages and lands to the amount of Rupees ten thousand three hundred and eighty-two, two quarters, and

twenty-five reas have been bestowed on him, together with the sum of Rupees four thousand six hundred and eighteen, one quarter, and seventy-five reas, to be paid in cash from the treasury as itlack nemnook. In conformity with the above Memorandum, the villages and lands, together with the payments to be made in cash, will be continued to be enjoyed by his descendants. Agreed to accordingly.

C.

TRANSLATION of a LETTER from RAGHOJEE ANGRIA, of COLABA, to the RIGHT HONOURABLE the GOVERNOR, dated the 12th Shawul 1234 of the Hegira, or 4th August A.D. 1819.

I beg to state that this government having concluded a settlement of the concerns of Venaick Pursram Dewanjee, addressed a letter to the Honourable Mountstuart Elphinstone at Poonah, bearing date the 27th Jemmadee-ool-Awul, for the satisfaction of the said Dewanjee, and a copy of the reply, dated the 14th Jemmadee-ool-Akhir (the 11th of April 1819), is transmitted to Your Excellency. It is therein suggested that I should not only make known to Your Excellency the amount of the debt, but also (my intention) that the Dewanjee should be secured against molestation from the State of Colaba, on which Your Excellency would set his mind at rest; and I have accordingly to request that the Honourable Company's government will give him that assurance, both in regard to the amount of his debt, for which a Memorandum has been granted under my seal (mortab), as admitted on adjustment, and that no molestation shall be offered to him by the State of Colaba.

D.

TRANSLATION of a LETTER from the HONOURABLE MOUNTSTUART ELPHINSTONE, to RAGOOJEE ANGRIA, dated 11th April 1819, corresponding with the 14th Jemmadee-ool-Akhir.

I have received your letter, dated the 27th Jemmadee-ool-Awul (4th April 1818) noticing that Venaick Pursram, the Dewanjee, having, during the administration of the late Manajee Angria, been extremely useful, and having preserved the State of Colaba by maintaining the alliance with the Honourable Company, when Bajee Rao subsequently broke with the Honourable Company and commenced hostilities, certain allowances and enams had been granted to him, as well as to Bapoojee Bullal and others connected with him, by the government of Colaba, as detailed in a separate Memorandum, which were to be enjoyed by the respective parties and their heirs unmolested, even though the said Dewanjee should no longer act in the administration; that his claims against the State should be satisfied

according to what might appear to be justly due, and that he should be protected by it, whenever occasion might render such protection necessary; requesting at the same time, that the Honourable Company's government satisfy him on these points. In consequence of this application, I have affixed my signature as a guarantee to the Memorandum of the enams and allowances granted to him and to his dependants, which was transmitted under your mortab (seal), amounting to Rupees 15,001; but as you have omitted to state the amount of the debt, and confined yourself to a declaration that protection would be extended to his concerns, I am unable, under such general expression, to satisfy him on this point. I therefore request that you will communicate the amount of your debt to the Right Honourable Sir Evan Nepean, Bart., who will not only satisfy him in this respect, but also that he will not be subjected to any unmerited harsh treatment from the State of Colaba.

E.

TRANSLATION of a MEMORANDUM of the *bonâ fide* debts contracted through the medium of VENAICK PURSRAM DEWAN, Anno Soor Sun Ashreen-wu-Myatein-wu-Ulf, A.D. 1819-20.

After examination the accounts show balance due by government from the commencement up to the 11th of Shabun, being the termination of the year Tisa Usur, 12th Jestood 1741 (5th June 1819) to be Poona Chandore Rupees 2,28,287-3-18¾, which sum of Poona Chandore Rupees, as due to the abovenamed up to the end of the year Tisa Usur (5th June 1819), it is agreed to pay, with such interest as may become due, at the rate of one per cent. per month, together with a premium (munotee) of two per cent. per annum, payable at once.

Dated Colaba, the 10th Shawul, Anno Soor Sunnut Ashreen, in the month of Shravan, 2nd August 1821.

F.

MEMORANDUM from PURSRAM SREEDHUR at Aptey, year Ehidi-wu-Ashreen-wu-Myatein-wu-Ulf, A.D. 1820-21.

For many years I and my family have enjoyed privileges which were granted to us by Angria in the villages under Manickghur; when, therefore, an exchange of territory shall take place, I trust that on Angria's inserting an Article providing for the continuance of my privileges, the Honourable Company will be pleased to cherish me and my family agreeably to what will remain to be given in exchange

1. I enjoy the vet begar (labour) and firfirmas (presents of fowls and fruits, etc.) of the village of Johy, turuff Humrapoor, in the Kurnala district, which belong to both States, *viz.* :—

A. As the government karaj (hay and wood required for the fort and also the vet (labour), have been given to me, I take four weeks' labour from each man annually.

B. It is the custom to receive two fowls every year from each house.

C. It is the custom to receive two pumpkins every year from each house.

D. It is the custom to receive ten loads of sajhay from each person in order to thatch the house.

E. For the Junum Ustamee in the month of Shravun, there may be about six or seven pots of buttermilk, and it is the custom to receive half a Rupee as the price of each pot.

2. I enjoy a kowl (lease) and exemption concerning the nugde kharee (salt batty ground, whose rent is paid in money), and nugdi begah oathaulee (sweet batty fields, whose rent is paid in money), for their embankment. As I laid out expenses in embanking them, an indulgence has been allowed in the rent, and an exemption from house and buffalo tax. Vet begar (labour) and firfirmas (presents of fowls, fruits, etc.) have been granted to the people for keeping in order the salt batty ground and fields and gardens.

3. We enjoy goora wareys (sheds for cattle) and pasturage lands.

SCHEDULE of the EXCHANGE of TERRITORY lately concluded between the BRITISH GOVERNMENT and RAGHOJEE ANGRIA, CHIEF of the STATE of COLABA, under the 3rd ARTICLE of the TREATY, 16th AUGUST 1822.

In the 3rd Article of the Treaty concluded between the British Government and Raghojee Angria, the Chief of Colaba, as ratified by the Governor-General on the 16th August 1822, and by the Chief on the 12th Ramzan Soor Sun Isuney Ishreen Myatein-wu-Ulf (3rd June 1822), it is stated that the territories of the Colaba State being intermixed with those of the British Government, and it being desirable that the possessions of each should be concentrated by exchanges to be made on fair and just principles, it is hereby agreed that such exchanges as may be necessary with a view to the attainment of that object shall be adjusted by Commissioners to be nominated for the purpose of settling the boundaries of the British Government and those of the principality of Colaba; and the British Government, relying upon the fidelity of Raghojee Angria and on the sincerity of his acknowledgment of the supremacy of the Honourable Company, hereby guarantees to him, and to his heirs and successors, on the condition hereafter specified, the integrity of his dominions, the boundaries of which will be defined by Commissioners to be appointed in pursuance of the foregoing provision; agreeably to which Commissioners having met, and having settled the following exchanges and adjustments

of the frontier, the same are now recognised and declared binding on both Governments, viz. :—

Made over by the Honourable Company to Angria.

	Consisting of			Revenue as finally settled.			
	Villages.	Kharrs.	Warras.	Rs.	Qrs.	Reas.	
SOUTHERN KONKAN.							
The Company's share of the talooka of Oonderee, except the kharr Dolvee.	40	11	..	26,765	2	22	As the whole of the Oonderee talooka, with the exception of the kharr Dolvee, has been ceded to Angria in full sovereignty, the names of the villages have not been inserted.
Villages in Angria's territory formerly held in enam by officer of the Peishwa's court and resumed by the Peishwa— Mouza Koral . . . ,, Venne . . . ,, Capure . . . Waree Pakharee Rameshwar . Waree Pakharee Bolowee . Waree Thul, belonging to Ramajee Mahadeo. Waree Thul, belonging to Vesajee Keshew Lele. Waree Thul Wumalee . .	3	..	5	2,597	3	24	Ceded in full sovereignty.
The village of Agaoed, in the Soowundroog talooka.	1	..	..	631	3	60	The sovereignty remains in the Honourable Company.
The town and sea customs of Reodunda.	1	..	..	14,924	1	71	Ceded in full sovereignty, exclusive of the fort of Reodunda.
NORTHERN KONKAN.							
The Company's share of the town of Apta, with the whole of the Muzre Koral and Waree Sendapore.	2	..	1	1,547	1	40	These are ceded in full sovereignty.
TOTAL .		..	..	46,467	0	26	

Made over by Angria's government to the Honourable Company.

	Consisting of: Villages.	Kharrs.	Warms.	Revenue as finally settled: Rs.	Qrs.	Reas.	
SOUTH KONKAN.				Rs.	Qrs.	Reas.	
Angria's half share of the kharr Dolvee in the Oonderee talooka.	..	1	..	1,949	0	70	This place is situated in the eastern side of the Nagotna river.
Villages of the Toongartur Mehal to the southward of the Apti River—							
Mouza Sowne . . .							
" Kasup . . .							
" Chowdolee . .							
" Sawe . . .	9	..	..	3,555	0	79	
" Kyre . . .							
" Borewlee . .							
" Ghorsuwanei . .							
" Banmolee . .							
" Jamluonlee . .							
Angria's share of villages of the Humrapore Mehal—							These villages and kharrs belonged wholly to Angria and have been wholly made over to the Honourable Company.
Mouza Wurvee . .							
" Seetale . .							
Sow kharr . . .							
Dadur " . . .							
Dabul " . . .							
Dolvee " . . .							
Kusba Humrapore—							
Mouza Johe . . .							
" Goonle . . .							
" Doorsnet . .	8	13	..	14,124	0	23	
Musre Kopur . . .							
" Dadur . . .							
Ardhal Kharr . . .							Of these villages and kharrs, Angria possessed a half share which has been made over to the Honourable Company.
Baber " . . .							
Kopur " . . .							
Goverle " . . .							
Sandawa " . . .							
Kharr Bendpal Kotah . .							
" Khooatepara . .							
" Soonveerkotah . .							
" Borly . . .							
Carried over .				19,628	1	9	

Made over by Angria's government to the Honourable Company—contd.

	Consisting of			Revenue as finally settled.		
	Villages.	Kharrs.	Warrus.	Rs.	Qrs.	Reas.
Brought forward .				19,628	1	9
NORTH KONKAN.						
Villages and kharrs of Aoorwulut turuf—						
Mouza Kopur . . .						
„ Parrkone . . .						
Kharr Khansarba . .						
„ Doobig . . .						
„ Sarr Kha . .						
„ Lucknoo . . .						
„ Untra Camda . .						
„ „ Boosoorg .						
„ Tule Kharr . .						
„ Bhandar Kelume .						
„ Zovee Poosare . .	2	22	..	13,000	0	36
„ Parungee . . .						
„ Nandarr Perrkone .						
„ Tulband „ .						
„ Sangpale Kharr . .						
„ Tulekharut . .						
„ Mouza Kopur . .						
„ „ Kopurwole .						
„ Takwur Kopur . .						
„ Zambe Kharr . .						
„ Dumkundee . .						
„ Takwur Kulm . .						
„ Boosree Ghatle . .						
„ Bhangaree Khoord .						
Villages of the Toongartur Mehal to the northward of the Aptî River—						
ouza Dewlolee Boosoorg .	4	..	..	2,675	1	97
„ Sawulee . . .						
„ Kambe . . .						
Sew Sundh Sawule . .						
Carried over .				35,303	3	42

Made over by Angria's government to the Honourable Company—concld.

	Consisting of: Villages.	Consisting of: Khurns.	Consisting of: Waruns.	Revenue as finally settled: Rs.	Revenue as finally settled: Qrs.	Revenue as finally settled: Reas.
Brought forward .				35,303	2	42
MISCELLANEOUS.						
Deogur Prant Turuf Wureree—						
Mouza Tulmore . . .						
" Candnee . . .						
" Nerul . . .						
" Goorwun . . .						
Turuf Sonale—						
Mouza Dewroong . .						
" Kurwaree Boosoorg .						
Turuf share—						
Mouza Amburze . . .						
Turuf Bare—	14	..	..	6,348	3	45
Mouza Jambewlee . .						
NORTH KONKAN.						
Turuf Talojee—						
Mouza Neetale . . .						
" Nawyree . .						
" Khyrun . . .						
Turuf Bortee—						
Mouza Khopuolee . .						
" Dewlar . . .						
" Bhanwur . . .						
Angria's share of customs of the Prant Kurnale.	..	..	..	4,363	1	3
AHMEDNUGGUR DISTRICT.						
Villages in the Pergunnah of Ankole—						
Mouza Sooltanpore . .	3	..	..	384	3	70
" Degamber . .						
" Baboolwur . .						
TOTAL .	..	..	..	46,400	2	60

ABSTRACT.

	Rs.	Qrs.	Reas.	Rs.	Qrs.	Reas.
Made over by the Honourable Company to Angria						
South Konkan	44,919	2	86			
North Konkan	1,547	1	40			
				46,467	0	26
Made over by Angria to Honourable Company						
South Konkan	19,628	1	9			
North Konkan	26,387	2	81			
Ahmednuggur	384	3	70			
				46,400	3	60
Leaving a balance in favour of Angria of .				66	0	66

The above exchange and adjustments of territory are accordingly recognised and declared binding.

Attested at Rutnagheree on the 4th of September A.D. 1828, in the year Tessa-wu-Ushreen-wu-Myatein-wu-Ulf 23rd of Suffer A.H. 1244, the 11th of Shravun Vud, Shuke 1750, in the year named Surwudharee.

L. R. REID,
Collector and in charge of Political Duties
in the Southern Konkan.

MEMORANDUM.—The above exchanges and adjustments of territory were approved and confirmed by the Government of Bombay on the 26th November 1828.

No. XVII.

ARTICLES of AGREEMENT between the HONOURABLE COMPANY on the one part and HIS HIGHNESS the RAJAH of SATARA on the other regarding a cession, by His HIGHNESS, of certain lands and the village of PAUR, on the MAHABLESHWUR HILLS in the DISTRICT of JAOLEE, in exchange for the village of KHUNDALA in the DISTRICT of WAEE, dated the 16th May 1829.

ARTICLE 1.

The Honourable Company's Government considering it an object of great importance to establish a Convalescent Depôt at Malcolm Peth, situated on the hills contiguous to, and south of, the village of Mahableshwur in the District of Jaolee; and it being necessary that a tract of ground should be ceded for that purpose, both in reference to the expense which must be incurred by the British Government in forming such an establishment, as well as to induce others to make such outlays on account of buildings as will render the advantages arising from the climate generally accessible to all who may be desirous of availing themselves thereof; and also for the more effectual control and government of the settlement,

His Highness the Rajah of Satara hereby makes over, in full sovereignty and in perpetuity to the Honourable Company, the lands adjoining the said Peth or mart called "Malcolm Peth," which are contained within the red line in the map or plan, and the measurement and bearings of which are particularised in the Schedule,* both of which documents are annexed to this agreement, and the latter of which is denominated a "Statement of measurement of the boundary of the tract attached to Malcolm Peth and the Convalescent Station on the Mahableshwur Hills", the whole tract comprising a space of about 3 square miles, 10 square furlongs, the circumference thereof being about 15 miles.

ARTICLE 2.

His Highness further cedes, for the same purposes, and in order to preclude the likelihood of disputes and misunderstandings between His Highness's officers and those of the Honourable Company, the Peth and lands of the village of Paur, with the exception of the Fort of Pertabghur and its established lands; and also such part of the road leading from the boundary of the cession specified in the preceding Article to the top of the Paur Ghaut, as may not be within the limits of the village of Paur, and a space of two hundred yards (English) on each side thereof.

ARTICLE 3.

For the better defining of the lands, as well as the line of two hundred yards on each side of the road (as specified in the 2nd Article) now ceded by His Highness to the Honourable Company, landmarks will hereafter be put up with the mutual consent of the contracting parties.

ARTICLE 4.

In exchange for the above cessions, and in consideration of His Highness's finishing the road now making to the Paur Ghaut, the Honourable Company hereby cedes in full sovereignty and in perpetuity to His Highness the Rajah of Satara, the village of Khundla situated at the bottom of the Kamatkee Ghaut in the district of Waee, with all the lands, revenues, and rights of the Honourable Company in the same.

ARTICLE 5.

The Honourable Company engages to levy no duties on the sale or transit of commerce on the line of road or in the tract of the country now ceded, with the exception of the Bazar duties, which now are and have always been levied in the Peth or village of Paur, and His Highness agrees to remove from the top of the Paur Ghaut his station for collecting duties; establishing the same at such place

* This Schedule being merely a statement of the measurement of the boundaries of this cession, is not included in this compilation.

or places within his own limits, on the interior of the tract now ceded, as may be most convenient.

JOHN MALCOLM.
THOMAS BRADFORD.
JOHN ROMER.
WILLIAM NEWNHAM.

Dated Malcolm Peth, 16th May 1829.

Approved and confirmed by the Bombay Government on the 9th October 1829.

No. XVIII.

TREATY between the HONOURABLE EAST INDIA COMPANY and HIS HIGHNESS SHREEMUN MAHARAJ SHAHJEE RAJEY CHUTTERPUTTEE of SATARA, concluded at SATARA, on the 4th September 1839, by LIEUTENANT-COLONEL OVANS, RESIDENT at SATARA, on the part of the HONOURABLE EAST INDIA COMPANY, and by ESWUNT RAO TRIMBUCK, on the part of SHAHJEE RAJEY CHUTTERPUTTEE, by virtue of full powers from their respective Governments.

ARTICLE 1.

All Articles of the Treaty of Satara, dated the 25th September 1819, which are not abrogated or modified by the present supplemental Treaty, are hereby confirmed.

ARTICLE 2.

It is hereby explicitly declared that the Raja has no present or prospective title or claim to any territory situated beyond the boundaries of the Satara State, as the same are laid down in the Schedule, dated the 29th of March 1826, annexed to the aforesaid Treaty as follows :—

" The frontier extends from the Kistna and Wurna on the south, to the Neera and Beema on the north, and from the western ghauts or Syadree Hills on the west to the districts of Punderpore and Beejapore on the east ".

ARTICLE 3.

In modification of Article 7 of the aforesaid Treaty, and to obviate future disputes, the jaghiredars herein named, *viz.* :—

1. The Raja of Akulcote,
2. The Punt Suchoo,
3. The Punt Prithee Nidhee,
4. The Duflay,
5. The Nimbulkar,
6. Sheik Meera Waeekur,

are placed under the direct management and control of the British Government, their contingents and pecuniary payments on the scale fixed in the time of Captain Grant being reserved to the Raja.

ARTICLE 4.

The Raja binds himself to pay, through the British Government from the Satara revenues, such annual allowance as may be considered proper by the British Government, for the maintenance and support of his brother, Maharajah Pertaub Sheeaw, the late Rajah and his family.

This supplemental Treaty, consisting of four Articles, being this day the 4th of September 1839, settled and concluded at Satara, to be binding and permanent, when ratified by the Right Honourable Lord Auckland, Governor-General of India.

C. OVANS,
Resident at Satara.

Ratified and confirmed by the Right Honourable the Governor-General of India at Simla, this 24th day of October, in the year of our Lord one thousand eight hundred and thirty-nine.

AUCKLAND.

APPENDIX.

SURGANA.

Appendix No. I.

Order of the Political Agent, Nasik.

Upon consideration of the various questions raised in the memorial of the Bhadarkar Branch of the Deshmukh family, and of the general condition of the Surgana State, Undersigned is of opinion that the following arrangements will be advantageous to all concerned—

(1) That the opening balance of the year 1907-08 (less deposits) should be set apart in the State treasury to meet unforeseen emergencies or the cost of administrative improvements. It should be called the Reserve Fund, and should be drawn upon only for purposes approved by the Political Agent.

(2) At the end of the year 1907-08 and every subsequent year, the closing balance should be credited in the accounts as follows:—

8 annas to the Reserve Fund,

5 annas to the ruling Deshmukh,

3 annas to the head of the Bhadarkar family.

(3) The two members of the family will have to provide for the expenses of marriages, etc., from their share of the yearly balance and will not be given grant for this purpose from the Reserve Fund. If the Political Agent sanctions a loan for any such purpose from the Reserve Fund, it will be repaid out of the Family share of the balance as defined in paragraph 2 above.

(4) The sum of Rs. 6,000 ordered to be paid to Byramji Pestonji will be treated as a loan without interest from the Reserve Fund to the Deshmukh, and will be recouped by crediting to the Reserve Fund the Deshmukh's share of future annual balances until the amount is paid off.

(5) The Assistant Political Agent should endeavour to effect a settlement of the debts of the Bhadarkar family, for which purpose money may be advanced from the Reserve Fund, and recouped from the Bhadarkar's share of the balance.

(6) During the minority of Anandrao Khanderao, no money should be expended out of the Bhadarkar's share of the balance without the sanction of the Political Agent.

(7) The monthly allowance of the Bhadarkar family should be increased to Rs. 150, provided Anandrao is sent to Nasik to be educated as befits his position, but not otherwise.

(8) The Bhadarkars should be informed in answer to their petition that joint management of the State by the two branches of the family is out of the question and that it will be impossible for them to obtain employment in the State until they qualify themselves therefor by education : that there is no present mismanage-

ment or irregularity in the keeping of accounts or in the payment of their allowance : that Darbar presents at the Dasara are regularly credited to the State : that the Politicol Agent can see no injustice in the levy of assessment in Bhormal or in the fixing of a separate allowance for Visvasrao : and that their complaint as to moveable property cannot be considered unless specific instances are given. They should be furnished with a copy of this memorandum, and should be sent every month a copy of the statement of accounts that is forwarded by the Diwan to the Political Agent.

CAMP MALEGAON;
2nd April 1908

A. M. T. JACKSON,
Political Agent, Nasik.

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